

Care Package Support Agreement

This document defines the terms and conditions of the working relationship between Web Design Magic and the Client specified at Item 1 of the Schedule. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and neuter genders and vice versa. Anything in this Contract that is required to be 'agreed in writing' shall be agreed in writing signed by a director of Web Design Magic.

The important operational stuff...

TERM OF AGREEMENT

Unless otherwise agreed to in writing by both parties, the 12 month term of this Agreement will commence on the date specified at Item 2 of the Schedule and expire on or before the date specified at Item 3 of the Schedule. Unused hours at the end of this term are forfeited.

SCOPE OF AGREEMENT

The fee paid as specified at Item 4 of the Schedule is for the number of hours specified at Item 5 of the Schedule.

SCOPE OF SERVICES

Web Design Magic shall provide support services for Kentico web systems during usual service hours as specified at Item 6 of the Schedule. Requests such as those listed following are included within the scope of this Agreement:

- Advice and instruction provided over telephone, email or through the Web Design Magic online Customer Care Desk at care.wdm.com.au;
- Adding new content (text, images, multimedia, banners, pages, sliders, articles);
- Modifications to design and theming;
- Design and configuration of newsletters;
- Changing webpart configurations;
- Integrating social media channels/syndicated content;
- Backing up files and databases on special request;
- Managing SSL Certificates;
- Implementing tracking code including Google Analytics, Google Tag Manager and/or other third party advertisement or link tracking requirements;
- Updating hosting account details;
- Updating domain (DNS) settings;
- Troubleshooting issues;
- General customisations to your site requiring a programmer/developer;
- Upgrades and application of hotfixes;
- Kentico Intranet requests.

SCOPE OF SERVICES cont...

This Agreement excludes:

- Software and/or Copyright Licensing including verification that the Client's software licenses are valid and current;
- Server or Computer Maintenance;
- Server or Computer Support;
- Purchase of Royalty Free or Commercial Use Images and Multimedia;
- Travel to your premises/off-site visits;
- Complete website packages;
- Outside business hours and emergency responses;
- Operating supplies or accessories including media such as tapes and disc packs, paint or refinishing the equipment, or furnishing materials for this purpose;
- Electrical work external to the Equipment and other devices not specifically noted as part of this Agreement;
- Prevention of any virus or similar problem entering or leaving the Equipment.

Web Design Magic's obligation to provide support services is contingent upon the Client's proper use of all the relative equipment, software or system.

Web Design Magic shall not be obligated to provide services if the work requested requires in-depth customisations and development and can be reasonably considered a new project.

If support services are required to be performed off-site at your premises, Web Design Magic will provide an independent quote based on Web Design Magic's ad hoc hourly rate and any additional travel costs prior to scheduling the work to be undertaken. Upfront payment may be required.

Furthermore, in all events the final decision regarding the inclusion into or exclusion of services from this Agreement and the definition of such services remains at the sole discretion of Web Design Magic Pty Ltd.

ACCESS

The Client shall provide, at no charge to Web Design Magic:

- Full and free access to their Kentico system;
- The opportunity to install the Web Design Magic's own software to facilitate services where required. Such software remains at all times the property of Web Design Magic and will be removed from the system at the termination of this Agreement;
- The opportunity at the convenience of Web Design Magic to remove software belonging to Web Design Magic.

RESPONSE TIMES

Due to the mostly unpredictable technical nature of the work that we do, it is not always possible to guarantee turnaround times on requests made of us.

We always do our best to begin support within the following timeframes*;

Support type	Support begins
Emergency [^]	The same working day
General	Within 4 working days

* For requests received by 12noon AEST, otherwise please add an additional business day.

[^] Web Design Magic will deem whether a support issue is Emergency support. In most cases an Emergency support case is when a website is down.

ESTIMATES

We'll respond to general requests with our estimated time for completion by the end of the next business day*. Work estimated over 8 hours is not considered "After Care Support", but instead "Project Work" and will be exempt from this agreement.

LOGGING JOBS

Support requests are logged in 15 minute increments. Support requests/tickets must be logged by authorised personnel as specified at Item 7 of the Schedule. Single support requests are not to include multiple issues or tasks. Clients are limited to a maximum of 5 open tickets at any one time unless otherwise agreed by Web Design Magic.

PAYMENT

Upfront payment for all Customer Care Packages is required to obtain the discounted hourly rate. The total price payable by the Client shall be inclusive of GST at the rate ruling on the date of invoice. Payment will be made either monthly in advance or in full upfront as relevant to the Care Package chosen and as per Item 8 in the Schedule.

REPORTS

Support times will be logged by Web Design Magic and made available to the Client upon request.

RENEWALS

Renewal contracts and invoices will be automatically issued when the allocated hours remaining reaches the quantity specified at Item 9 of the schedule or 1 month prior to the expiry of the Agreement (whichever falls first).

WEB DESIGN MAGIC CONTACT INFORMATION

Care Desk: care.wdm.com.au
E-mail: support@webdesignmagic.com.au
Phone: 1300 308 210
Fax: 07 5522 1609
Website: www.webdesignmagic.com.au

Other stuff you need to know...

CONFIDENTIALITY

During and after the term of this Agreement all information acquired by Web Design Magic relating to the business of the client shall be treated by Web Design Magic as confidential. Web Design Magic shall take all reasonable steps to protect the confidentiality of such information and require its employees who require access to it for the performance of their duties to enter into written undertakings as to confidentiality.

During or in connection with the fulfilment of this Agreement Web Design Magic will not disclose to any third party or use, other than for the purposes of this Agreement, any knowledge or information supplied to or obtained by us which is of a secret or confidential nature relating to the business, equipment, processes, products, services or business strategies offered or employed by the client.

This obligation of confidence will cease to apply in relation to information that Web Design Magic is compelled to disclose by any law, or which becomes part of the public domain other than as the result of a breach by Web Design Magic of its obligations under this Agreement.

INCREASING CHARGES

Web Design Magic may increase the hourly rates for Care Packages and Ad Hoc Charges at any time. Contract renewals will be offered at the prevailing rate at the time of renewal.

SUSPENSION AND TERMINATION

If the client fails to make payment in accordance with the Agreement or commits any other material breach or if any distress or execution shall be levied upon any of the Client's goods or if the client offers to make any arrangement with its creditors or if any petition in bankruptcy is presented against the client or the client is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the client (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrative receiver or manager shall be appointed over the whole or any part of the client's business or assets, Web Design Magic may in its absolute discretion and without prejudice to any other rights which it may have, suspend and/or terminate the Agreement without liability upon its part.

FORCE MAJEURE

Web Design Magic shall not be liable to the Client for any loss or damage which may be suffered by the Client as a direct or indirect result of the duties and/or obligations of Web Design Magic in the Agreement being prevented, hindered, delayed or rendered uneconomic by reason of any Force Majeure Circumstances.

In these Conditions "Force Majeure Circumstances" shall mean any act of God, war, riot, strike, lock-out, industrial action, accident, breakdown of plant or machinery, fire, flood, drought, storm, difficulty or increased expense in obtaining materials or transport or other circumstances beyond the reasonable control of Web Design Magic.

LIABILITY

Web Design Magic shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Web Design Magic of the Agreement. Under no circumstances shall the liability of Web Design Magic exceed the price payable under this Agreement.

INDEMNITY

The Client shall indemnify Web Design Magic in full including legal costs in respect of any claims by third parties which are occasioned by, or arising from Web Design Magic's performance pursuant to the instructions of the Client.

THIRD PARTIES

No person other than Web Design Magic and the Client shall acquire any enforceable rights against neither Web Design Magic nor the Client under or in connection with this Agreement.

NOTICES

Any notice required or allowed under this Agreement shall be deemed properly given;

- if mailed postage paid to the address as stated at Item 1 of the Schedule unless an alternative address of service is agreed in writing by the parties.
- if emailed to the authorised personnel as stated at Item 7 of the Schedule.

NON-SOLICITATION OF STAFF

The Client shall not, during the term of this Agreement and for two years thereafter, directly or indirectly canvas with a view to offering or providing employment to, offer to contract with, or entice to leave any employee of or contractor to Web Design Magic engaged in the performance of any part of this Agreement without the prior written consent of Web Design Magic management. In giving such a consent, a fee may be payable by the client.

INVALIDITY OF PART OF CONTRACT

If any part of this Agreement is held to be a violation of any applicable law, statute or regulation, it shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if that part had not originally been contained in the Agreement.

ASSIGNABILITY

The parties shall not assign any part of this Contract without the prior written consent of the other party.

WAIVER

The failure by either party to exercise or enforce any rights conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

LAW

The Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of Australia and the parties hereby submit to the exclusive jurisdiction of the Australian Courts.

Schedule

Item 1	<i>Client name and postal address</i>	
Item 2	<i>Commencement date</i>	Date payment received
Item 3	<i>Expiry date</i>	12 months post payment date
Item 4	<i>Fee paid</i>	
Item 5	<i>Inclusive hours (minutes)</i>	
Item 6	<i>Web Design Magic service hours</i>	8am to 5pm Monday to Friday excluding Queensland gazetted Public Holidays and Christmas/New Year closure (dates advised early Dec).
Item 7	<i>Authorised personnel</i>	Please nominate
Item 8	<i>Payment option</i>	In full upfront
Item 9	<i>Renewal notification threshold</i>	10 hours prior or as otherwise nominated

Additional contract inclusions as mutually negotiated

DOCUMENT HISTORY: *Care Package Support Agreement Version 3.1 – last updated 27.8.2015*

Signed on behalf of client

Full Name

Date

Signed on behalf of Web Design Magic

Full Name

Date