

Website Maintenance Agreement

This Agreement ("Agreement") is made as of October 1, 2020, by Joseph Hemen located at 9158 Lakeview Road, Lakeside, CA 92040, and Southern California Regional Committee of Co-Dependents Anonymous, AKA SoCalCoDA ("Client"), located at 10866 Washington Blvd. #1266, Culver City, CA 90232. At all times, both parties will adhere to the principles of The Twelve Traditions of Co-Dependents Anonymous, and abide by the Group Conscience of the Board of SoCalCODA should any differences arise.

Scope of Work

Client is contracting Joseph Hemen to provide website maintenance, technical support, and hosting services, through the GreenGeeks web hosting provider for <https://socalcoda.org>. Joseph Hemen agrees to provide such services to the Client on a quarterly basis. Services not considered "standard website maintenance, technical support, or hosting" are subject to be charged at a separate rate and will not be considered part of this agreement.

a. What IS included in this Agreement

Ongoing web hosting services, and up to 8 hours of standard website maintenance and technical support for <https://socalcoda.org> every three months, which includes:

- Guaranteed response for bug fixes and maintenance issues (See **Deadlines and Deliverables**).
- Working with the GreenGeeks web hosting provider to assure the socalcoda.org website remains accessible online.
- Regular monitoring and updating to ensure performance across all the latest versions of Chrome, Firefox, Internet Explorer and Microsoft Edge, Safari, and mobile versions of Chrome and Safari.
- Security protection against hackers from gaining access to your site is provided by GreenGeeks
- Regular and thorough backups of your website so that it may be fully restored in case of loss.
- Monitoring the socalcoda.org website functionality to ensure that everything is working as it should and provide updates when necessary. Software updates may be necessary to address security or stability issues in the software or to add new features, and may include:
 - Server-level updates (Linux, PHP, Apache, and various submodules) are provided by GreenGeeks, the web host provider.
 - Application-level updates to WordPress, if necessary.
 - Plugin-level updates for specific functionality within the context of the CMS
 - Sending email blasts
 - Front-end updates to HTML, CSS, and Javascript (the web pages).
 - Assisting with downtime or performance issues by liaising with GreenGeeks, the web host provider.

- Updating DNS service, or email services that are provided by GreenGeeks.
- Maintain and update email forwarders at GreenGeeks.
- Send email blasts through MailChimp, monthly, at the SoCalCoDA's Board request.
- The addition of new features or changes to existing features on the website. If the time required to complete these changes exceeds the time allotted in the agreement, additional hours will be billed separately (See **Additional Services**).
- Consultation, advice and guidance on the use of the website.
- Domain name registration at GoDaddy. at Client's expense, billed separately, at exact cost.
- Website hosting fees, at Client's expense, billed separately at exact cost.

If any regular maintenance or software update procedure requires additional time to complete beyond the scope of this agreement, Joseph Hemen will notify the Client in advance and any additional time will be billed separately. Support hours expire at the end of the quarter and do not roll over to the next maintenance quarter.

b. What is NOT included in this Agreement

- Maintenance, support, or hosting services for websites other than <https://socialcoda.org>.

Payment

a. Payment Schedule

Client agrees to pay Joseph Hemen a total of \$160 each quarter in exchange for the above services. The first payment is due upon execution of this Agreement. Subsequent payments will be due every three months thereafter. All payments are due upon receipt.

b. Late Payments

If the Client fails to pay any amount properly due under the Agreement by the due date, Joseph Hemen may, after giving three days' notice to the Client, suspend any work until payment is made in full. Joseph Hemen reserves the right to withhold delivery of any current work if accounts are not current or overdue invoices are not paid in full.

c. Third Party Fees

The Client is responsible for all third party fees, including any necessary license fees required to purchase and install new plugins or software on the website. These fees will be communicated to client in writing before they are incurred.

Deadlines & Deliverables

Joseph Hemen will respond via email to all maintenance requests from Client within 3 business days, with a confirmation that the request was received as well as an estimated completion date.

Joseph Hemen will make all reasonable efforts to adhere to all quoted deadlines for the deliverables in

the Client's maintenance requests. In the event that Joseph Hemen has any issues in delivering on a quoted deadline, Client will be notified via email the reasoning for any change.

Additional Services

Any revisions, additions, or redesign the Client requests Joseph Hemen to perform that is not specified in this document shall be considered "additional" and will require a separate agreement and payment. Joseph Hemen shall advise Client on any requested work that falls within these bounds.

Authorization

Client hereby authorizes Joseph Hemen to access their web hosting account, providing active user name / password combinations for access to the server via FTP or cPanel, assuring that 'write permissions' are in place on said hosting provider.

During the duration of this contract, the Client agrees that Joseph Hemen will be the sole provider of maintenance services for the website, and no other party will have access to or rights to change the website. If any other party associated with the Client makes changes to the website, any errors that are created must be repaired and will be charged for at \$50 per hour.

Indemnity

Client agrees to indemnify Joseph Hemen against all claims, judgments, decrees, costs and expenses, including attorney's fees, incident to any proceeding which may be brought against Joseph Hemen or his agents, distributors, customers, or other vendors based on a claim of alleged copyright, trademark, or alleged misappropriation of a trade secret, as well as for a claim of alleged unfair competition resulting from similarity in design, trademark or appearance of Contract Products and Services provided under this Agreement.

Client agrees that it will, upon request of Joseph Hemen and at Client's own expense, defend or assist in the defense of any action which may be brought against Joseph Hemen or its officers, employees, agents, distributors, customers, or other vendors for these claims of alleged infringement, misappropriation, or unfair competition. Joseph Hemen agrees to notify Client promptly upon receipt of notice of infringement or information of such a suit having been filed. This indemnification will be in addition to all other obligations under this Agreement.

Miscellaneous

a. Headings

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

b. Relationship

Joseph Hemen will perform services hereunder only as an independent contractor. Client is to have no control over the methods and means of accomplishing the desired result. Joseph Hemen will not be construed to be an employee or agent of Client.

c. Assignment

The Client or Joseph Hemen cannot assign or transfer this Agreement to anyone else without the written permission of the other party.

d. Limitation of Liability

In no event will either party be liable, whether in contract, tort, or otherwise, for any incidental, special, indirect, consequential or punitive damages, including, but not limited to, damages for any loss of use, loss of time, inconvenience, commercial loss, or lost profits, savings, or revenues, to the full extent such may be disclaimed by law.

The total liability of Joseph Hemen or Client, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, is limited to the price of the particular services purchased, sold, or otherwise at issue hereunder with respect to which losses or damages are claimed.

e. Construction

Both parties have had adequate opportunity to obtain legal representation and this Agreement reflects arms' length negotiations. Neither party will be deemed the drafter and no ambiguity in the Agreement will be construed against either party.

f. Contract Cancellation

The Client may cancel or choose not to renew this Agreement at any time by providing written or email notice to Joseph Hemen. Within five business days of such cancellation, Client will be responsible for re-securing the web hosting account, and technical support provider, as Joseph Hemen will no longer provide these services. Any fees billed to and/or paid for by the Client up until the point of cancellation are non-refundable and will not be reimbursed by Joseph Hemen to the Client.

Joseph Hemen may cancel or choose not to renew this Agreement at any time by providing 30 days written notice to Client. In the event of cancellation or non-renewal by the provider, Joseph Hemen will provide a prorated refund for unused services and all files necessary to migrate the website to another web site maintainer.

g. Governing Law

This Agreement is shall be governed by the laws of the State of California. Any disputes arising under this Agreement shall be settled by arbitration, to take place via Zoom meeting, and decided by a group conscience of the SoCalCoDA Board.

h. Severability

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

i. Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter of the Agreement. The Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Agreement can only be amended through a written document formally executed by all parties.

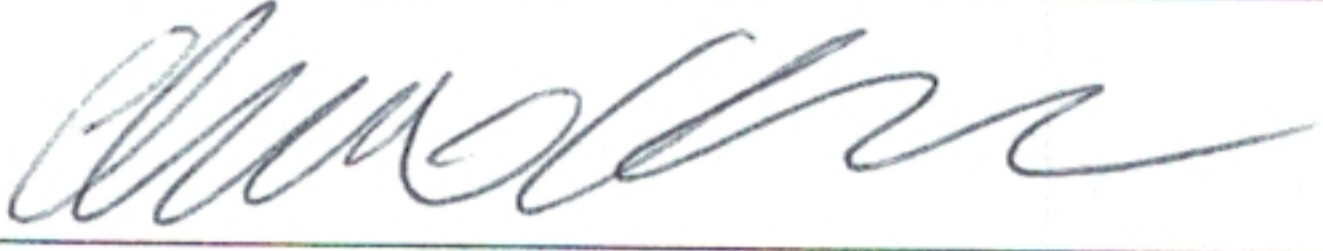
Signed on behalf of Joseph Hemen	Signed on behalf of SoCalCoDA
Joseph L. Hemen	
Date – October 31, 2020	Date -

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Joseph L. Hemen	
Date – October 31, 2020	Christine King Immediate Past Chair Date - Oct 31 2020