

ADM Computing – Website Maintenance Terms and Conditions

1. ADM Computing reserves the right to refuse service to anyone requesting changes or modification of web pages for illegal purposes, inappropriate or offensive purposes or any other purpose that in our opinion is inappropriate.

1.1 Information and text contained within the web pages shall be authored by the User and submitted to ADM Computing in final format. If the information and text submitted is not in final format and contains spelling, grammatical errors etc., ADM Computing may charge the User for additional time needed to correct the errors that should have been corrected before submission. ADM Computing may make recommendations regarding the content of the web pages, however, the User shall make the final decision and approve the content of the web pages.

1.2 ADM Computing website maintenance services constitute changes to the current website and its existing web pages using the current web site theme.

There are three kinds of maintenance:

- 1) Maintenance after web site installation;
- 2) Maintenance due to changing needs;
- 3) Maintenance due to recurring needs

NB: Training is not covered under Website Maintenance unless previously agreed and documented within the original Sales Order document as presented by ADM Computing to the User. Training charges will be based on the normal standard hourly rates.

Maintenance after website installation means that within the first 3 months after the installation of the website, ADM Computing will perform warranty work to correct bugs, spelling errors, perform minor cosmetic/text corrections or changes that are very minor (e.g. 5 minute change), that may have resulted from errors overlooked by the User or ADM Computing. The emphasis is on the User to proof-read the website rather than ADM Computing.

Maintenance due to changing needs may include minor or major changes to the website. Major changes include a new project of additional pages, additional information/graphics, redesign that affect the entire site. It may include major re-wording of pages and changes to graphics due to changing needs. Major changes that affect the entire website will require a new project agreement (sales order). Minor changes are changes that do not affect the entire website.

Maintenance due to recurring needs includes publication of news reports, press releases, current events, schedule of events, etc.

2. ADM Computing maintenance of a website may include one or more of the following that are the result of recurring needs and minor changing needs:

- Text changes (such as news, press releases, current events, scheduled events, re-wording of text, etc);

- Simple maintenance and/or addition of graphics provided by the User to an existing web page (up to 1 hour of work or as specifically confirmed within the sales order). Major changes in graphics layout in an existing website shall be considered a new project (sales order);
- Simple navigational changes (up to 1 hour of work or as specifically confirmed within the sales order, per site only). Major navigational changes shall be considered a new project (sales order);
- Simple page design changes (up to 1 hour of work or as specifically confirmed within the sales order, per site only). Major page design changes shall be considered a new project (sales order);
- Addition of new pages as links from an existing page and not as links that will change the navigation of the web site. The addition of new pages shall follow the current website theme;

3. Subscription Period – A User may stop using ADM Computing Website Maintenance services by giving ADM one month’s notice in writing.

4. ADM Computing aims to make requested changes in the website within 72 hours. However, there can be no guarantee that the User’s entire request can be completed within 72 hours. ADM Computing will endeavour to inform the User as soon as possible if changes were likely to take more than 72 hours.

5. Ownership and Licence of Deliverables – ADM Computing own all source code and materials developed or created by its staff during any project. Upon payment of all amounts due, ADM Computing Website Maintenance grants the User a perpetual, non-exclusive, non-transferable licence to use the Deliverables and materials developed by ADM Computing herein for all the Users marketing and advertising needs, but only for the User’s own use. The Deliverables and other materials and the ADM Computer Website Maintenance system may not be sold, transferred or used except as provided herein or with the written permission of ADM Computing.

6. Confidentiality – ADM Computing will need access to certain confidential information of the Users company, sometimes including future plans, business strategies and other proprietary information (collectively, the “Confidential Information”). ADM Computing agrees that it will take every reasonable step to ensure that Confidential Information is not divulged, disclosed or communicated to any third party without the prior written consent of the User. Confidential information shall not include information previously known to ADM Computing Website Maintenance, properly received from a third party or in the public domain.

7. No Limit on ADM Computing Website Maintenance Engagements – The User shall agree that any agreement entered into does not prevent ADM Computing from providing similar services to other clients using the general marketing concepts and the know-how and experience gained hereunder or from developing/maintaining products or services which might be competitive with the deliverables and materials provided by ADM Computing.

8. Non-payment by User – In the event of non-payment by the User, ADM Computing reserves the right to discontinue services.
9. Entire Agreement – All terms contained within this document supersede any prior written or oral agreements between the parties.