HC Web Labs

Heather Cooper — Web Design & Development

WEBMASTER SERVICE AGREEMENT (WMSA)

Ongoing care for your website, on a simple month-to-month basis.

Effective Date: _____

1. Parties & Purpose

This Webmaster Service Agreement ("WMSA") is entered into by HC Web Labs, a sole proprietorship owned and operated by Heather Cooper, principal web developer ("HC Web Labs"), and the Client identified below ("Client"). This WMSA covers ongoing website maintenance and support services on a month-to-month basis — regardless of who originally built Client's website, or which host, CMS, or page builder it runs on.

Client Name: _____

Business Name: _____

Email: _____

Phone: _____

Website URL: _____

Current Hosting Provider (if known): _____

HC Web Labs contact: Heather Cooper · webmaster@heather-cooper.com · (865) 356-3769

2. Definitions

2.1 "Services." The ongoing maintenance and support services described in Section 3.

2.2 "Minor Update." A small, low-risk change to existing content or styling, completed within the monthly time allotment described in Section 3.2.

2.3 "Existing Environment." Client's website, hosting account, domain, CMS, or page-builder platform as it exists at the start of this WMSA, regardless of who built it or what technology it uses.

2.4 "Security Incident." Unauthorized access, malware, defacement, or similar compromise affecting Client's website.

2.5 "MSA." The HC Web Labs Master Service Agreement, if separately signed by the Parties for a prior or related project. See Section 16.

3. Services Provided

3.1 Included Monthly Services.

- A monthly QA check — broken links, uptime, and a load-time spot check.

- Security monitoring — awareness of available platform, plugin, or core updates, and a weekly malware-awareness scan where the Existing Environment supports it.
- Monthly backups, retained for thirty (30) days.
- Up to thirty (30) minutes of Minor Updates per month.

3.2 What Counts as a Minor Update. Text or copy changes, image swaps, minor styling adjustments, broken-link fixes, business-information updates, and small plugin or theme updates within Client's existing configuration.

3.3 Not Included. New pages, new features, section redesigns, e-commerce additions, third-party integrations, content writing, site migrations, and remediation of a Security Incident beyond monitoring and notification. These are billed under Section 6 or a written Change Order.

3.4 Platform Flexibility. Services are provided within Client's Existing Environment regardless of the specific hosting provider, CMS, or page builder in use.

4. Technical Standards

Where Services involve code, HC Web Labs works in semantic HTML5, mobile-first responsive CSS3 with fluid, scaling typography, JavaScript (ES6+), and PHP where applicable — following WCAG 2.2 Level AA accessibility, performance optimization, and cross-browser/OS compatibility with fallback support, to the fullest extent Client's Existing Environment allows.

5. Unused Time

The monthly Minor Update allotment does not roll over. Unused time in a given month cannot be banked, transferred, or refunded.

6. Additional Work & Rates

Work beyond the monthly allotment, or outside the scope in Section 3.2, is billed at HC Web Labs' standard hourly rate of **$60/hour** (rush/expedited requests: **$85/hour**), with a one (1) hour minimum. An itemized time-and-cost estimate is available on request. No additional work begins without Client's written approval; larger requests may instead be scoped as a one-time SOW or Change Order.

7. Fees & Payment

7.1 Monthly Fee. $99/month, billed through Wave on or near the first of each month, due within seven (7) days (Net 7). No Wave account is required.

7.2 Late Payment. A seven (7) day grace period follows each due date. An invoice unpaid more than fourteen (14) days past due incurs a one-time $25 late fee plus interest at 10% per annum, and Services are paused until payment is received.

7.3 Fee Changes. HC Web Labs may adjust the monthly fee with thirty (30) days' written notice. Continued use of Services after the effective date of a fee change constitutes acceptance.

8. Term & Renewal

This WMSA begins on the Effective Date and continues month-to-month until terminated under Section 9.

9. Cancellation & Termination

- Either Party may cancel with thirty (30) days' written notice.
- HC Web Labs may terminate immediately for uncured material breach, or non-payment more than fourteen (14) days past due after notice.
- Upon termination, HC Web Labs stops monitoring and updates, provides Client any backups HC Web Labs holds, and revokes any temporary delegated access within forty-eight (48) hours.

10. Client Responsibilities & Access

Client provides secure administrative or hosting access sufficient for HC Web Labs to perform the Services, keeps contact information current, responds to security notifications promptly, and remains responsible for the accuracy of its own content.

11. Security & Credential Handling

Client shares hosting, platform-admin, or other credentials only through secure, encrypted channels — never as plain text by email or SMS. HC Web Labs uses security practices informed by the OWASP Top 10, including encrypted credential storage. No platform is fully immune to attack; HC Web Labs is not liable for breaches resulting from Client or third-party credential leaks, or vulnerabilities in third-party hosting, platform, or plugin code not introduced by HC Web Labs.

12. Security Incidents & Data Loss

HC Web Labs will notify Client promptly of any Security Incident it becomes aware of during the monthly QA check or otherwise. In the event of data loss, HC Web Labs will restore the most recent available backup at no additional charge. Forensic investigation, malware removal, or recovery work beyond restoring a backup is scoped and billed under Section 6.

13. Ownership & Background IP

Client owns its website and content at all times under this WMSA. HC Web Labs retains ownership of its Background IP (reusable frameworks, code libraries, and general methods), licensed to Client for continued use within Client's site.

14. Confidentiality

Each Party will use the other's confidential information — including login credentials, business information, and pricing — only to perform this WMSA, protect it with reasonable care, and not disclose it except to those bound by similar obligations. These obligations survive for two (2) years after termination, except that credentials and personal data remain protected as long as applicable law protects them.

15. Limitation of Liability

Except for breach of confidentiality or gross negligence or willful misconduct, each Party's total liability under this WMSA is capped at the fees Client paid in the three (3) months preceding the claim. Neither Party is liable for indirect, incidental, or consequential damages, or lost profits, revenue, or data.

16. Relationship to Other Agreements

If Client has also signed the HC Web Labs Master Service Agreement, that Agreement's general legal terms — including Dispute Resolution, Governing Law, and Indemnification — apply to this WMSA as well, and control in the event of a conflict with Sections 15 or 17 of this WMSA. If no MSA is on file, Sections 15 and 17 of this WMSA govern independently.

17. Governing Law & Dispute Resolution

This WMSA is governed by the laws of the State of Tennessee. The Parties will first attempt to resolve any dispute through good-faith discussion, then mediation if needed, before pursuing resolution in the state courts of Anderson County, Tennessee, or the federal courts for the Eastern District of Tennessee.

18. General Provisions

This WMSA, together with any Change Orders, is the entire understanding between the Parties regarding webmaster services and supersedes prior discussions on this subject. No modification is binding unless in writing and signed by both Parties. Failure to enforce a provision is not a waiver. This WMSA may be executed electronically through BoldSign, in accordance with the ESIGN Act and the Tennessee Uniform Electronic Transactions Act. Section headings are for convenience only.

19. Acceptance & Signatures

By signing below, each Party confirms it has read, understood, and agreed to this WMSA in full.

HC Web Labs

By: _____ Name: Heather Cooper
Title: Owner Date: _____

Client

By: _____ Name: _____
Title: _____ On behalf of: _____
Date: _____