LAST REVIEW DATE: **12 / 05 / 2021**

SLA AGREEMENT

Monthly Retainer Agreement

Website Development, Maintenance & SEO Services

This Agreement represents a Monthly Retainer Agreement ("Agreement") between Digi Tread Media PTY (Ltd) or Digitread Media and the client for the provisioning of services related to website development and upkeep, maintenance, updates and SEO services.

This Agreement commence on the invoice due date and remains valid until superseded by a revised agreement or until termination. The client's continued use of Digitread Media's retainer services as invoiced, constitutes the client's acceptance of these terms.

This Agreement outlines the parameters of all related services covered as they are mutually understood by the parties.

DEFINITIONS

1. "Digitread Media" means Digi Tread Media (Pty) Ltd trading as Digitread Media or any other entity which Digitread Media (Pty) Ltd may assign, cede or delegate any of its rights or obligations to.
2. "Agreement" means the terms and conditions herein and all annexures or addendums.
3. "Effective Date" means the date on which service commence.
4. "Client" or "You" is the party described on any service application, invoice or quotation.
5. "Maintenance" means any maintenance or updates to the website system and framework, intended to remedy existing issues or prevent imminent issues that are likely to cause downtime, an interruption to services, or substantial loss to the client or any other third party.
6. "User/s" means the client or any other person accessing any of the services provided by Digitread Media.
7. "Web Development" or "Web Design" or "Website Updates" means any software programme, database structure or content, artistic work, screen layout, user or technical documentation or any other work created in connection therewith and any modifications, enhancements or upgrades thereto.
8. "SEO Services" means various services to optimize a client's website for better search visibility and user experience.

1. Goals & Objectives

1.1. The purpose of this agreement is to ensure that the proper elements and commitments are in place to provide consistent service and delivery to the client by Digitread Media.

1.2. The goal of this agreement is to specify standard service provision between Digitread Media and the client.

1.3. The objectives of this agreement are to:

1.3.1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.

1.3.2. Present a clear, concise and measurable description of service provision to the client.

2. Periodic Review

2.1. Digitread Media reserves the right to amend the contents of this document as required, subject to a 6-month review.

3. Client Responsibilities

3.1. Payment for all service costs at the applicable rates and intervals.

3.2. Reasonable availability of customer representative(s) when resolving a service or project related incident or request.

4. Digitread Media's Responsibilities

4.1. Service Scope - The following services are covered by this agreement as-needed or as-applicable:

4.1.1. Website Updates

4.1.2. Website Content Changes

4.1.3. Website Maintenance

4.1.4. Website Development

4.1.5. Creation of New Website Pages

4.1.6. Regular website platform & extension security and functionality updates

4.1.7. Regular website backups

4.1.8. Ongoing SEO

4.1.8.1. Includes (as-needed or as-applicable):

4.1.8.1.1. website search health monitoring through Google Search Console

    4.1.8.1.2. managing Google My Business page

    4.1.8.1.3. Google Analytics

    4.1.8.1.4. Google Adwords (requires separate budget)

    4.1.8.1.5. Facebook Ads (requires separate budget)

    4.1.8.1.6. Twitter Ads (requires separate budget)

   4.1.8.2. Website keyword and ranking monitoring

  4.1.9. Monthly Report

  4.1.10. Excludes licence renewal fees (eg WordPress plugin licences) - any licence renewal fees remain for the client's account

5. Payment

5.1. Retainers are payable monthly in advance.

5.2. Digitread Media reserves the right to refuse work on overdue accounts until such time that the account is brought up to date.

5.3. Interest at the maximum allowable rate will be added to overdue accounts.

5.4. Digitread Media reserves the right to hand long overdue accounts over for collection by a collection agent.

5.5. Unused hours carry over to the next month.

5.6. Unused hours are not refundable.

6. Term and Termination

6.1. This Agreement will begin on the initial invoice due date and will continue on a month-to-month basis.

6.2. Either party may terminate this Agreement at any time by providing the other party with a one (1) calendar month written notice.

6.3. Digitread Media may terminate this Agreement immediately at any time if the client fails to to pay for the services or breaches any other material term of this Agreement.

6.4. The client may terminate this Agreement immediately at any time if Digitread Media fails to provide the services or breaches any other material term of this Agreement.

7. Relationship

7.1. **No Exclusivity.** The parties understand this Agreement is not an exclusive arrangement. The parties agree they are free to enter into other similar agreements with other parties.

7.2. **Independent Contractor.** Digitread Media is an independent contractor. Neither party is an agent, representative, partner, or employee of the other party.

7.3. **Ownership.** All work product created by the Digitread Media in connection with performing the services is the exclusive property of the client.

7.4. **Confidentiality.** Digitread Media understands they may have access to the client's confidential information. Digitread Media agrees to use the client's confidential information solely for the purpose of performing the services. Digitread Media agrees not to share the client's confidential information with anyone else unless they are required to by law. Digitread Media's obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.

8. Dispute Resolution

8.1. **Negotiation.** In the event of a dispute, the parties agree to work towards a resolution through good faith negotiation.

8.2. **Mediation or Binding Arbitration.** If negotiation fails, either party may initiate mediation or binding arbitration in the courts of the Western Cape, South Africa.

8.3. **Litigation and Choice of Law.** If litigation is necessary, this Agreement will be interpreted based on the laws of South Africa, regardless of any conflict of law issues that may arise. The parties agree the dispute will be resolved at a court of competent jurisdiction in the Western Cape, South Africa.

9. General

9.1. **Assignment.** The parties may not assign the responsibilities they have under this Agreement to anyone else.

9.2. **Complete Contract.** This Agreement constitutes the parties' entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the parties.

9.3. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

9.4. **Waiver.** Neither party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.