WEBSITE AS A SERVICE AGREEMENT

Shrewsbury, MA | WaaS Service Agreement | Confidential

1. PARTIES

This Website as a Service Agreement (**"Agreement"**) is entered into as of _____ (**"Effective Date"**) by and between:

Aurora Web Designs, with a principal place of business in Shrewsbury, MA (**"Designer"**), and

_____ (**"Client"**), located at _____.

Collectively referred to herein as the "Parties."

2. NATURE OF SERVICES — NO OWNERSHIP TRANSFER

IMPORTANT: This Agreement is for Website as a Service ("WaaS"). This is NOT a sale, transfer, or conveyance of a website, software license, or any digital asset. The Client is paying solely for access to and use of a managed website service.

At no point — during or after the term of this Agreement — shall the Client obtain any ownership rights, title, or interest in or to:

- Website design, visual elements, or creative works
- Front-end or back-end source code
- Hosting environment, server configuration, or infrastructure
- SEO architecture, metadata structure, or domain authority
- Databases, data schemas, or custom integrations
- Any associated intellectual property of any kind

All deliverables, systems, and work product shall at all times remain the exclusive property of Designer, regardless of the amount paid or duration of the relationship, unless explicitly stated otherwise in a separate signed written agreement.

3. SCOPE OF SERVICES

Subject to Client's timely payment and compliance with this Agreement, Designer agrees to provide the following services ("Services"):

- Custom website design and development tailored to Client's business

- Web hosting and server management
- Ongoing maintenance, security monitoring, and software updates
- Basic technical support during normal business hours
- Any additional services explicitly described in the Project Proposal or written addendum

Designer retains sole and exclusive discretion over all tools, platforms, frameworks, third-party services, and implementation methods used to deliver the Services. Designer may modify its technical stack at any time without notice to Client, provided that the quality of service is not materially degraded.

4. TERM AND RENEWAL

- This Agreement commences on the Effective Date and continues on a month-to-month basis.
- No minimum contract term is required unless specified in writing in the Project Proposal.
- The Agreement automatically renews each month unless either Party provides written notice of termination as set forth in Section 10.
- Continued use of the Services after any notice of fee adjustment constitutes Client's acceptance of such adjusted fees.

5. FEES AND PAYMENT TERMS

5.1 Fee Structure

- Setup / Deposit Fee: $_____ due upon execution of this Agreement to initiate work.
- Completion Fee: $_____ due upon completion of initial build, prior to website launch.
- Monthly Service Fee: $_____ per month for ongoing hosting, maintenance, and support, commencing January 1, 2027.

5.2 Payment Terms

- All invoices are due within seven (7) calendar days of the invoice date.
- Payments shall be made via _____ [check / ACH / credit card / other].
- All fees are non-refundable unless expressly stated otherwise in a written addendum.

5.3 Late Payments and Consequences

- A late fee of $25.00 will be assessed for any payment not received within seven (7) days of the due date.
- Designer reserves the right to suspend all Services immediately upon payment becoming more than seven (7) days past due, without further notice.
- Services may be permanently terminated if payment is not received within fifteen (15) days of the due date. See Section 10 for termination consequences.
- Designer is not liable for any damages, losses, or business interruption resulting from a suspension or termination triggered by Client's failure to pay.

5.4 Fee Adjustments

- Designer may adjust the monthly service fee at any time upon thirty (30) days written notice to Client.
- Client's continued use of the Services after the effective date of a fee adjustment constitutes acceptance.

6. CLIENT OBLIGATIONS

Client agrees to:

- Provide all requested content, materials, images, copy, and credentials in a timely manner as reasonably required by Designer.
- Ensure that all content provided is legally owned, properly licensed, and does not infringe upon any third-party intellectual property, privacy, or other rights.
- Respond to Designer's requests for approvals, feedback, or information within five (5) business days unless otherwise agreed.
- Not upload, transmit, or cause to be published any content that is illegal, defamatory, malicious, obscene, or infringing.
- Maintain Client login credentials in strict confidence and notify Designer immediately of any suspected unauthorized access.

Client acknowledges that delays caused by Client's failure to provide content or approvals shall not pause billing, toll deadlines, or constitute a breach by Designer. Designer shall not be responsible for project delays attributable to Client.

7. REVISIONS POLICY

- This Agreement includes reasonable revisions to the website within the originally agreed scope of work.
- Revisions that are excessive, repetitive, or outside the original scope will be billed at Designer's then-current hourly rate of $100 per hour, or as otherwise quoted in writing.
- Designer will notify Client in writing before performing any billable out-of-scope revisions. Client's written approval is required before such work commences.
- Scope changes, feature additions, or redesign requests that significantly alter the original project are considered new work and will require a separate written agreement.

8. APPROVAL AND ACCEPTANCE

- Upon Designer's presentation of the completed website or any milestone, Client shall review and provide written approval or written objections within five (5) business days.
- Silence or failure to respond within five (5) business days shall constitute Client's acceptance and approval of the deliverable.
- Once Client approves or is deemed to have approved a deliverable, Designer shall have no obligation to perform additional revisions to that deliverable without additional compensation.

9. INTELLECTUAL PROPERTY

9.1 Ownership by Designer

All materials created or used in connection with this Agreement remain the sole and exclusive property of Designer, including without limitation:

- All source code (front-end and back-end)
- Website design, layouts, graphics, and visual elements
- Proprietary systems, frameworks, and templates
- SEO structure, metadata, and site architecture
- Hosting infrastructure and server configurations

9.2 Client License

Subject to Client's timely payment and compliance with this Agreement, Designer grants Client a limited, non-exclusive, non-transferable, revocable license to use and display the hosted website solely for Client's business purposes during the term of this Agreement. This license is immediately and automatically revoked upon any termination or suspension of Services.

9.3 Client-Provided Content

Client retains ownership of all content, trademarks, logos, and materials it provides to Designer ("Client Content"). Client hereby grants Designer a non-exclusive, royalty-free license to use Client Content solely to perform the Services.

9.4 Portfolio Rights

Designer reserves the right to display the completed website in its portfolio, marketing materials, case studies, and social media, unless Client objects in writing at the time of signing.

10. TERMINATION

10.1 Termination by Either Party

Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party.

10.2 Termination for Cause by Designer

Designer may terminate this Agreement immediately and without prior notice upon any of the following:

- Client's failure to pay any amount due within fifteen (15) days of the due date
- Client's material breach of any provision of this Agreement
- Client's use of the website for illegal, unethical, or abusive purposes
- Client's insolvency, bankruptcy filing, or assignment for the benefit of creditors

10.3 Effect of Termination

Upon termination or expiration of this Agreement for any reason:

- All Services will cease immediately (or at the end of the notice period for non-cause termination).
- Client's license to use the website is immediately revoked.
- Designer may take the website offline at its sole discretion.
- Client shall have NO right to receive website files, source code, design assets, databases, backups, or any other materials.
- All amounts then due and owing to Designer become immediately due and payable.
- All fees paid prior to termination are non-refundable.

CRITICAL PROTECTION CLAUSE: Under no circumstances does Client have any right to obtain the website, source code, files, or intellectual property of Designer upon termination, regardless of the reason for termination or the amount of fees paid.

11. NO TRANSFER, BUYOUT, OR PORTABILITY RIGHTS

Client expressly acknowledges and agrees that:

- The website and all associated intellectual property are not for sale under any circumstances.

- No buyout, purchase option, or ownership transfer right exists under this Agreement, unless separately agreed in a signed written instrument specifically granting such rights.
- Designer has no obligation whatsoever to provide Client with website files, source code, design assets, databases, backups, content exports, hosting credentials, or any other technical materials, during or after the term of this Agreement.
- Client shall have no right to migrate, copy, replicate, or reconstruct the website using any materials derived from Designer's work.

12. DESIGNER'S SUSPENSION RIGHTS

Designer reserves the right to suspend Services, in whole or in part, immediately and without prior notice if:

- Client's payment is overdue by seven (7) or more days
- Client violates any material term of this Agreement
- Client engages in abusive, harassing, illegal, or unethical conduct
- Designer receives a valid legal order, subpoena, or regulatory directive
- Client's website content exposes Designer to legal liability

Suspension shall not entitle Client to any refund or credit. Restoration of suspended Services is at Designer's sole discretion and may require payment of a reinstatement fee of $_____ in addition to all outstanding balances.

13. CONFIDENTIALITY

Each Party agrees to hold the other's Confidential Information in strict confidence and not to disclose it to any third party without prior written consent. "Confidential Information" includes, without limitation, business plans, pricing, client lists, technical systems, and financial information.

This obligation shall survive for a period of three (3) years following termination of this Agreement.

Confidential Information does not include information that: (a) is or becomes publicly known through no fault of the receiving party; (b) was rightfully known before disclosure; or (c) is required to be disclosed by law or court order.

14. WARRANTIES DISCLAIMER

SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, DESIGNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability or fitness for a particular purpose
- Guarantees of search engine rankings, website traffic, leads, or sales
- Guarantees of uninterrupted or error-free uptime (though Designer will make commercially reasonable efforts)
- Warranties regarding third-party services, plugins, or platforms used in the delivery of the Services

15. INDEMNIFICATION

Client agrees to defend, indemnify, and hold harmless Designer and its officers, employees, agents, and contractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Any content provided by Client, including claims of copyright infringement, defamation, or privacy violations
- Client's violation of any applicable law or third-party right
- Client's breach of any representation, warranty, or obligation under this Agreement
- Client's misuse or unauthorized use of the website or Services

16. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- Designer's total cumulative liability to Client for any and all claims arising under or related to this Agreement shall not exceed the total monthly service fees paid by Client during the three (3) calendar months immediately preceding the event giving rise to the claim.
- IN NO EVENT SHALL DESIGNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, BUSINESS INTERRUPTION, OR REPUTATIONAL HARM, EVEN IF DESIGNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Designer is not liable for outages, failures, or degraded performance caused by third-party hosting providers, internet infrastructure, force majeure events, or Client's own actions.

17. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, power outages, cyberattacks, labor disputes, pandemics, government orders, or internet infrastructure failures. The affected Party shall provide prompt written notice and use commercially reasonable efforts to resume performance.

18. NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months following its termination or expiration, Client agrees not to, directly or indirectly:

- Solicit, hire, engage, or contract with any employee, contractor, or subcontractor of Designer who was involved in the performance of Services under this Agreement.
- Encourage or induce any such individual to terminate or reduce their relationship with Designer.

A breach of this provision will cause Designer irreparable harm for which monetary damages may be inadequate. Designer shall be entitled to seek injunctive relief in addition to any other remedies available at law or equity.

19. DISPUTE RESOLUTION

19.1 Informal Resolution

Before initiating formal proceedings, the Parties agree to attempt in good faith to resolve any dispute through direct written communication within fifteen (15) business days of the dispute arising.

19.2 Mediation

If informal resolution fails, the Parties agree to participate in non-binding mediation administered by a mutually agreed-upon mediator in Worcester County, Massachusetts, at shared cost.

19.3 Binding Arbitration

If mediation fails to resolve the dispute within thirty (30) days, the dispute shall be resolved by binding arbitration administered by JAMS or the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall take place in Worcester County, Massachusetts. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction.

19.4 Exception

Notwithstanding the foregoing, either Party may seek emergency injunctive or equitable relief in a court of competent jurisdiction to prevent irreparable harm, without waiving the right to arbitration.

19.5 Prevailing Party

In any arbitration or litigation arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. Subject to Section 19, any action arising under this Agreement shall be brought exclusively in the state or federal courts located in Worcester County, Massachusetts.

21. MUTUAL REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- It has the full legal authority to enter into and perform this Agreement.
- This Agreement does not conflict with any other agreement to which it is a party.
- It will comply with all applicable laws and regulations in performing its obligations hereunder.

22. DATA, PRIVACY, AND SECURITY

- Client is solely responsible for ensuring that its website complies with all applicable data privacy laws, including but not limited to the Massachusetts Data Privacy Law (M.G.L. c. 93H), GDPR (if applicable), and CCPA (if applicable).
- Designer shall implement commercially reasonable security measures but does not guarantee that the website will be free from unauthorized access, data breaches, or cyberattacks.
- In the event of a security incident affecting Client's website, Designer will notify Client within a commercially reasonable time and cooperate in investigation efforts.
- Designer is not the data controller or processor for any Client customer data and shall have no liability for Client's handling of personal data.

23. ENTIRE AGREEMENT

This Agreement, together with any Project Proposal or addendum signed by both Parties, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, negotiations, understandings, and representations, whether oral or written. No prior drafts of this Agreement shall be used in the interpretation or construction of this Agreement.

24. AMENDMENTS

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both Parties. No waiver of any provision shall be effective unless in writing.

25. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

26. WAIVER

No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right. A single or partial exercise of any right shall not preclude further exercise of that right.

27. NOTICES

All notices, requests, and communications under this Agreement shall be in writing and delivered by: (a) email with confirmed receipt, (b) overnight courier, or (c) certified mail, return receipt requested, to the addresses set forth in this Agreement or as otherwise designated in writing. Notice shall be deemed given upon confirmation of delivery.

28. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which shall constitute an original. Electronic signatures (including e-signature platforms such as DocuSign or HelloSign) shall be deemed valid and binding to the same extent as original wet-ink signatures.

29. INDEPENDENT CONTRACTOR

Designer is an independent contractor and not an employee, partner, joint venturer, or agent of Client. Designer retains sole control over the manner and means of performing the Services. Nothing in this Agreement creates any employment, partnership, or agency relationship between the Parties.

30. SIGNATURES

By signing below, each Party acknowledges that it has read, understood, and agrees to be bound by all terms and conditions of this Agreement.

AURORA WEB DESIGNS (“Designer”)	CLIENT
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Printed Name	*Printed Name*
_____	_____
Title	*Title / Role*
_____	_____
Date	*Business Address*
	_____
	Date

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