

## Description and Terms of Services Between LuxTech LLC and The Client

### Managed WordPress Hosting

According to Wordpress.org “WordPress is open-source software you can use to create a beautiful website, blog, or app.” Wordpress.org provides the PHP code for their software free of charge to The Client and LuxTech LLC. This software is not intended to run on a personal computer, it should be run on a publicly available Web Server. This service is known as “Hosting” or “Web Hosting.”

LuxTech LLC defines their managed WordPress Managed Hosting Package as “Web Hosting for one WordPress website in which LuxTech is responsible for managing all updates and upgrades of the active theme, plugins, and the WordPress Core in addition to Basic Security Monitoring and Basic Customer Support. This plan will include monthly backups to be retained for the duration of one year.”

Like updating a computer, these updates are critical to the security and continued functionality of the customer's website.

### Unmanaged Hosting

LuxTech LLC also provides server space to those who wish to host their own files and website code. This plan is known as “Unmanaged Hosting,” as LuxTech is not responsible for the updates and maintenance associated with the uploaded code. This package does include free DDoS protection and caching, Unlimited Site Storage, Priority Support, and Training for the Initial Setup and Deployment of the System. Any other Training or Advanced Support may be subject to additional fees. LuxTech also takes care of the underlying servers and systems used to

support your code. In some cases, you may require programs, libraries, or language interpreters to be installed that are not part of our standard package. LuxTech will review and install these on an as-needed basis. We reserve the right to deny any request pertaining to server software modifications. In the case that this prevents you from being able to utilize our services as expected you may request a refund, which may be granted in part or in full depending on the scope of work already undertaken by LuxTech in regards to your case.

LuxTech reserves the right to remove code that we deem unfit for our servers or those accessing it. This includes viruses, malware, and any bit of code that can cause harm to our systems, other users on our systems, or end user. If this occurs, you will receive notice by email and will be provided with a length of time to correct said issue. LuxTech LLC reserves the right to suspend your account at any time if this code appears purposefully malicious in intent.

### Custom Hosting Packages

LuxTech LLC offers custom hosting packages for scenarios that do not fit into the above categories. Some of these scenarios may include a high availability Wordpress Website, managed hosting for services other than Wordpress, storage without processing included, and so on. Please reach out to us to request a Custom Hosting package, and we will be happy to create a plan that will meet your needs.

### Basic Customer Support

LuxTech LLC provides basic customer support for the websites covered by the WordPress Managed Hosting Plan and the WordPress Managed Hosting Additional Site plan. LuxTech defines Basic Customer Support as “work on a customer request that is pertaining to issues within the customer’s control. These issues should be solvable in half an hour or less, with

reasonable effort on part of the customer service representative. Any support requests or content change requests that require more than a half hour of work or significant effort on the part of the customer service representative are subject to an IT Consulting fee with a one hour minimum. Any large upgrades, content changes, feature/functionality requests, or other such items that require significant effort on part of the customer service representative that are not already covered by the WordPress managed Hosting Plan are also candidate to be charged an IT Consulting fee with a one hour minimum. This Support plan does not include items listed in the Content Updates, or Feature Updates sections.

### Priority Support

All Customers receive priority support. What this means is simply when we get a request from you, we will answer it as soon as we are available to. We strive to answer all communication within 24 hours, but do not make a guarantee. The order in which we answer requests is determined by the urgency of the issue at hand. For example, a website being inaccessible will be answered and worked on before a request for a Website Feature Update.

### Security Monitoring

Websites on the internet are often subject to automated attacks. LuxTech LLC realizes that its customers expect confidentiality, integrity, and availability pertaining to the services they have purchased. To further this goal, LuxTech LLC provides security monitoring of sites hosted with the WordPress Managed Hosting Package. This security monitoring is a measure to ensure that no foreign entities gain access to the customer's website, website data, or administrative backend. It is impossible for any company to provide 100% impenetrability against malicious actors. In the case of a detected security-related event, LuxTech LLC will update the relevant parties and will provide as much information as deemed necessary. If a customer suspects a

security-related event may have taken place, they may contact LuxTech at any time. LuxTech LLC will investigate and provide necessary information related to the customer query. All Security Logs are retained for the minimum duration of One Year and are included in a daily backup Schedule.

## Backups

LuxTech LLC backs up our customers' data in multiple locations. If a user wishes to restore a full backup from our records, they may contact LuxTech LLC at any time. This may incur a fee depending on the circumstances surrounding the restoration. This fee may be calculated and implemented at the discretion of LuxTech LLC. The backups will be retained for a minimum of one year. After this period, they may be removed.

## Website Content Updates

Content updates are defined as “Updates to portions of the websites including text modifications, page edits, inserting images, and most basic changes that can be made within the WordPress interface.” This does not include projects involving programming in any language, theme modifications, changes requiring server-side modifications, plugin installs/configurations/implementations, theme installs/configurations/implementations, icon design, or highlighting any service. All text and images that are to be added to or modified on the site must be provided by The Client. More advanced services are covered in the section labeled Feature Updates. Any additional work revising or editing content that has already been created will still be subject to be billed hourly.

## Website Feature Updates

Feature updates are defined as “Updates to portions of the websites involving programming in any language, theme modifications, changes requiring server-side modifications, plugin installs/configurations/implementations, or theme installs/ configurations/ implementations.” They will be billed at a minimum rate of \$40 per hour with a one hour minimum. Due to the nature of these updates, there may be downtime associated with the work where the website is not publicly accessible. This will be communicated to the customer in advance and an effort will be made to minimize the time that the website is offline.”

## IT Consulting

LuxTech LLC offers IT consulting to its customers. This may range from remote assistance on personal computers to systems administration to consulting on different technologies and technology strategies. We are able to provide examples of previous projects and employee skillsets if requested. If you are interested in hiring LuxTech for our IT services, please send an email, phone call or text message to the number listed on our website. The prices associated with this type of work will vary depending on the project and complexity. For this reason, we require customers to call or email us to request a quote.

## Cancellation Policy

Many times, our services require meetings between the customer and LuxTech LLC. If a customer needs to cancel or reschedule an online meeting, they must inform LuxTech LLC of this change at minimum 10 minutes before the meeting is scheduled to start. For an in-person meeting we will require 24 hours advance notice of cancellation. In either case if this

notice is not provided LuxTech LLC will charge a cancellation fee equivalent to the expected appointment duration, with a minimum of one hour duration.

### Email

LuxTech LLC offers email to its clients. This email will be associated with the customers' domain name. The package includes an administration panel run on Direct Admin, and multiple email web clients to choose from. Email will also be accessible through third party desktop clients such as Mozilla Thunderbird. Setting up access from your custom email client is not included in this fee and will incur an hourly IT Consulting charge.

### Google Workspace

LuxTech LLC offers Google Workspace plans to its clients for a fee similar to buying directly from Google itself. Google Workspace offerings are charged per account per month. LuxTech LLC offers yearly plans up front if you know the number of accounts you would like to purchase. Purchased accounts refers to the maximum number of accounts allowed on your account. You do not need to activate all these accounts at once and can delete and create accounts at will - as long they are under the purchased limit. LuxTech LLC is able to raise that limit for an additional fee any time you wish. We also offer support services to help our customers set up, maintain, and customize their Google Workspace products. These support services may incur an IT Consulting fee if the work requested involves significant changes to said products or is reasonably time consuming.

### Minecraft Servers

In addition to other hosting types LuxTech LLC offers Minecraft hosting. We host servers for both Java and Bedrock editions of this game. The Java edition hosting supports

adding mods. We offer support for debugging errors which may be thrown by the game server. We provide Crafty Control panel for administering aspects of Java servers. Cost of servers is dependent on the amount of RAM requested. Many factors can influence the amount of RAM needed such as player count, and mods added. Minecraft consulting to help our clients understand what server setup is best for them is available upon request. This may incur an additional IT Consulting fee based on the amount of work necessary and length of Minecraft Consulting sessions.

## Uptime

LuxTech LLC does not guarantee 100% uptime on any of its services or products. We strive to maximize uptime and do our absolute best to make it a reality but do realize that errors happen, and downtime occurs. When there is an outage, we will work as fast as possible to get our services back online. If there will be a prolonged outage, we will notify our customers and may issue refunds at our discretion. Please note that these refunds are voluntary on our part and are not to be expected. We are not liable for any damages caused due to downtime, errors of any kind, or unforeseen disasters that may cause loss to our clients.

## Invoices

All customers will receive their invoices by email and will have the option of paying by credit/debit card, PayPal, or ACH. You will receive a notice three weeks before your invoice is due, and a weekly reminder until that point. If you have not paid your invoice one week after the due date, you may receive a call from a member of our team. In this call, we will be able to discuss the situation more effectively and may be able to provide a payment plan if you are unable to pay upfront. If we are unable to reach you after this time we will suspend access to the products that you have not yet paid for. We will not delete the data associated with

these products until a minimum of a month after that point. To restore service after it has been suspended there will be a late fee equal to 50% of the cost of the invoice with a minimum of \$50, plus any additional work time we may need to restore service.

### Misc. Terms

These terms are subject to change at any time without notice. The current and active version can always be found at the top of our website.

By purchasing any product or service from LuxTech LLC you agree to all of the terms and conditions outlined above and agree that LuxTech is not to be held liable for any damages caused by the use of our services. LuxTech LLC reserves the right to refuse service at any time to any party.