



---

**Agreement to Perform Hosting and Maintenance Services to Santa Fe Trail Ranch**

Date	Services Performed By:	Services Performed For:
October 20, 2020	Fifth Wheel Media	Santa Fe Trail Ranch

---

This Managed Services Agreement (MSA) is issued between Santa Fe Trail Ranch (“Client”) and Fifth Wheel Media (“Contractor”), effective October 20, 2020 (the “Agreement”). This MSA is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this MSA and the terms of this Agreement, the terms of this MSA shall govern and prevail.

# Master Services Agreement

---

**Summary:** Fifth Wheel Media will provide ongoing Hosting and Security Maintenance for Santa Fe Trail Ranch. The purpose of this agreement is to outline the services that will be performed.

## Hosting

- Pricing in this agreement includes web hosting on our private server. Our server is optimized for the platforms your website is built in, and as such, the services and pricing outlined in this agreement are subject to change in the event that you wish to host the site elsewhere.
- We use commercially responsible updates to make sites that we host available 99.9% of the time during each monthly billing cycle with the exclusion of scheduled or sudden security maintenance downtime.

## Security Updates and patches

- Security updates that are released for your website, the modules that support the site, and the server it is hosted on will be applied in a timely manner as they occur.
- Your website, like all software, generally has a lifespan for which security updates are made regularly available to keep it secure. Over time, major version updates do occur & cause older versions to reach end-of-life, and thus no longer receive security updates. In this case, the task to update the site to a new “Major” release can be a large project that falls beyond the scope of the regular security updates outlined in this MSA. In the event that this occurs with your website, Long Term Support (LTS) may be available.
- During the deployment of a security update, your website will be placed into a “Maintenance mode” with limited access while the final code is pushed into your live production environment. This process typically takes ~5 minutes.

## Backups

- The codebase and database of your website will be backed up daily (for 7 days), weekly (for 4 weeks), and monthly. All backups older than one month are automatically destroyed.
- Deploying from a backup can be a time intensive task and may be subject to a fee.

## Development, Staging/Testing & Production Environ

- Your website is equipped with multiple environments used to store, development, test, demonstrate and host your live website. When changes to the website are made that require altering the codebase, or fundamentally changing the database, these changes will typically need to be done in a dedicated development environment, and then migrated to your live production environment when complete. This minimizes the opportunity for development problems to unnecessarily effect your live site.

## Minor Features and Maintenance Requests

Beyond the services outlined above in this agreement, as a courtesy Fifth Wheel Media offers minor website adjustments and feature changes as needed. Simply email or give us a call, and we are happy

to help. In the event that the requested change falls outside of a minor task, an estimate will be provided for the task and a new Statement of Work will be provided if you wish to proceed.

We realize “minor tasks” is difficult to summarize and pre-define. Your website is fundamentally built on “content management” principles and frameworks, as a result many tasks simply require tweaks within the UI, and often only take minutes to perform. Other tasks, although seemingly simple sounding, may require more robust efforts like the installation of additional software into the system, custom code, or that the work be done in a separately development instance of the site and then migrated to the live production area when complete. More complex tasks like this will generally require a separate project SOW to proceed. Our general philosophy is this, if it’s something that can be handled in under half an hour on our end, and requests of this nature aren’t happening more than a few times per month, then we typically consider them to be included as part of this MSA for no additional charge. We generally expect to accommodate up to 1.5 hours (combined) of these types of requests per month, and these hours to not roll over from month to month.

## Your Responsibility in Website Security

---

We employ standard security techniques when building and hosting your websites. Studies have shown that the most common way that hackers gain access to your website is through keylogging, account phishing, insecure passwords and using a computer that is infected with malware to access the admin features of the site.

You agree to protect any computer that will log into the website by:

- Installing and maintaining updated security software
- Using the most up-to-date version of your preferred web browser
- Keeping your operating system patched with recommend updates
- Keeping versions of Flash and Java up to date if they are installed.

You also agree to use a strong password at all times for any account used to log in to the website, and that this password will be used on this website only and no other websites

If your website falls victim to hackers, we are happy to help you recover. However, the process is quite time consuming and can involve additional fees depending upon the scenario.

## Indemnification

---

The Customer agrees to indemnify and hold harmless bareCommunication/Fifth Wheel Media its subsidiaries, contractors, employees and affiliates and each of their respective members, managers, directors, officers, employees, shareholders and agents (each an “Indemnified Party”) against all losses, claims, damages, liabilities, penalties, actions, proceedings, judgments, and any and all costs thereof (collectively, “Losses”) to

which an Indemnified Party may become subject and which Losses arise out of, or relate to this Agreement, Customer's use of the Services, breach of any confidentiality obligation or any alleged infringement of any trademark, copyright, patent or other intellectual property right. Customer will reimburse each Indemnified Party for all legal and other expenses, including reasonable attorneys' fees incurred by such Indemnified Party, in connection with investigating, defending, or settling any Loss, whether or not in connection with pending or threatened litigation in which such Indemnified Party is a party.

We shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any non-monetary terms, covenants, and conditions of this Agreement when prevented or hindered from so doing by a cause or causes beyond our reasonable control, which shall include, without limitation, all labor disputes, governmental regulations or controls, casualty, inability to obtain material or services, acts of God, and acts of war or terrorism.

## Severability

---

No part of this Agreement will be affected if any other part of it is held unenforceable or invalid.

## Termination

---

Either party may terminate this agreement without reason by giving (30) days' notice in writing. Client will pay for all services performed through the effective date of the termination.

## Cost & Payment Terms

---

The total value for the Services pursuant to this MSA shall not exceed **\$ 1,800** annually unless otherwise agreed to by both parties.

Payment Terms	Amount
Annual Payment (@ \$150/month)	\$ 1,800.00
<b>TOTAL</b>	<b>\$ 1,800.00</b>

## Payment Terms

---

- PAYMENT
  - Payments may be paid either Monthly or Annually.
  - Payments can be made by Digital Check or Credit/Debit card.
  - Payments will be processed by parent company, bareCommunication.

Santa Fe Trail Ranch

Fifth Wheel Media

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## Cost & Payment Terms

---

The total value for the Services pursuant to this MSA shall not exceed \$ 150 per month unless otherwise agreed to by both parties.

Payment Terms	Amount
Monthly Payment (@ \$150/month)	\$ 150.00
<b>TOTAL</b>	<b>\$ 150.00</b>

## Payment Terms

---

- PAYMENT
  - Payments can be made by Digital Check or Credit/Debit card.
  - Payments will be processed by parent company, bareCommunication.

Santa Fe Trail Ranch

Fifth Wheel Media

By: RL Scott  
Name: \_\_\_\_\_  
Title: Robert L. Scott  
President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_