
Services Agreement

This is our actual client agreement, published in full — not a summary. The short version: engagements run month to month, either of us can end it with 30 days’ notice, you own your website, and your managed host — not us — is responsible for keeping it online around the clock. The rest is below, in order.

How it fits together. An engagement is this Master Services Agreement, plus a Service Schedule describing the service ([web operations retainer](#) · [website audit](#) · [add-on modules](#)), plus a one-page Order Form with your organization’s name, tier, and price. Signing the Order Form is what puts this Agreement into effect — there is nothing else to negotiate unless you want to.

This Master Services Agreement (the “Agreement”) is made as of the date of the first Order Form executed under it (the “Effective Date”) between **LFW Services LLC**, a Virginia limited liability company (“LFW”), and the client identified on the Order Form (“Client”). LFW and Client are each a “Party” and together the “Parties.” The Parties enter into this Agreement by executing an Order Form that references it.

1. Structure of the Agreement

1.1 Documents. The Parties’ agreement consists of: (a) this Agreement; (b) one or more Service Schedules describing a category of services (each a “Schedule”); and (c) one or more Order Forms identifying the Schedule(s) purchased, fees, and any client-specific terms (each an “Order Form”).

1.2 Order of precedence. If documents conflict, an Order Form controls over a Schedule, and a Schedule controls over this Agreement — but only for the services under that Order Form, and only where the Order Form expressly states it is modifying the conflicting term.

1.3 Versioning. Each Order Form references the version of the Schedule in effect on its date. LFW may publish revised Schedules for future Order Forms; revisions do not change existing Order Forms without Client’s written consent.

2. Services

2.1 Performance. LFW will perform the services described in the applicable Schedules and Order Forms (the “Services”) in a professional and workmanlike manner by qualified personnel.

2.2 Subcontractors. LFW may use subcontractors and independent consultants to perform Services. LFW remains responsible for its subcontractors’ work and will bind any subcontractor with access to Client’s

Confidential Information to confidentiality obligations at least as protective as Section 7.

2.3 Client cooperation. Client will provide timely access, credentials, approvals, and information reasonably needed for the Services. LFW is not responsible for delays caused by Client's failure to do so.

2.4 Business hours. Unless a Schedule or Order Form states otherwise, Services are performed Monday through Friday, 9:00 a.m. to 5:00 p.m. U.S. Eastern Time, excluding U.S. federal holidays ("Business Hours"). **LFW does not provide 24/7 support, on-call coverage, or emergency response**, except as expressly stated in a Schedule or Order Form.

2.5 Account and credential security. Client is responsible for the security of its own accounts, devices, and networks — choosing and protecting strong, unique passwords, enabling multi-factor authentication where available, and using sound judgment about the networks and devices used to access Client's systems. This includes accounts on the Site itself (for example, WordPress administrator accounts) held by Client or Client's own personnel, separately from any access LFW uses to perform the Services. LFW is not responsible for a compromise arising from Client's password practices, a compromised Client device or network, or credentials Client or its personnel failed to keep confidential. Where LFW's own systems require sign-in — the client portal — LFW does not use passwords at all: access is by one-time email link or passkey, so there is no Client-chosen portal password to weaken. Where the Services include hardening a system LFW directly operates on Client's behalf (for example, email-authentication records under the applicable Schedule), LFW's responsibility is limited to what it directly configures, and does not extend to the security of Client's own email, hosting, domain-registrar, or Site admin accounts LFW does not operate. If a compromise of Client's own account or credential leads to unauthorized changes on the Site, LFW will help restore the Site from an available backup under the applicable Schedule on the same basis as any other restoration — a best effort, not a guarantee, since some consequences of a compromise (for example, information already exfiltrated before it is discovered) cannot be undone by restoring a backup. LFW is not Client's IT department and does not secure Client's broader organization, staff devices, or accounts outside the Services.

3. Hosting and Third-Party Infrastructure

3.1 LFW is not a hosting provider. Client's website(s) are hosted on third-party managed infrastructure (e.g., Kinsta or a comparable managed platform approved by LFW) (the "Hosting Provider"). Uptime, availability, 24/7 infrastructure monitoring, automated self-healing, network security, and infrastructure-level backups are the responsibility of the Hosting Provider under its own terms and service-level agreement, whether Client contracts with the Hosting Provider directly or through LFW as a reseller.

3.2 No uptime guarantee. LFW does not guarantee, and is not liable for, website uptime or availability. LFW's responsibility for monitoring is limited to reviewing and acting on alerts during Business Hours as described in the applicable Schedule.

3.3 Deployments and QA. Code deployments carry inherent risk. LFW will follow the deployment practices described in the applicable Schedule, including staging review where available and automated post-deployment QA checks. If a deployment performed by LFW introduces a defect, LFW will treat remediation as its highest-

priority task during Business Hours at no additional charge. This remediation obligation is Client's sole and exclusive remedy for defects introduced by LFW deployments, without limiting Section 9.

3.4 Required platform. If Client declines to use a Hosting Provider approved by LFW, LFW may adjust fees, modify Schedule commitments, or decline the affected Services, documented on the Order Form.

4. Fees and Payment

4.1 Fees. Client will pay the fees stated on the Order Form. Recurring retainer fees are billed monthly in advance; project and audit fees are billed as stated on the Order Form.

4.2 Late amounts. Amounts not paid when due bear interest at 1.0% per month or the highest rate allowed by law, whichever is less. If any amount is past due, LFW may suspend Services on seven (7) days' written notice until paid in full; suspension is not a breach by LFW, and the retainer period is not extended by suspension.

4.3 Expenses. Client will reimburse reasonable expenses approved by Client in writing in advance.

4.4 Taxes. Fees are exclusive of taxes. Client is responsible for applicable taxes other than taxes on LFW's income. If Client is exempt (including as a foreign mission or governmental entity), Client will provide documentation of exemption.

5. Term and Termination

5.1 Term. This Agreement takes effect on the Effective Date and continues until terminated as provided below. Recurring Services under an Order Form continue month to month unless the Order Form states a fixed term.

5.2 Termination for convenience. Either Party may terminate this Agreement or any Order Form, with or without cause, on thirty (30) days' written notice.

5.3 Termination for breach. Either Party may terminate if the other materially breaches this Agreement and fails to cure within fifteen (15) days after written notice describing the breach.

5.4 Payment through termination. Client will pay for all Services performed, and all non-cancellable commitments reasonably incurred, through the effective date of termination. Prepaid fees for recurring Services covering periods after the effective date of termination will be refunded pro rata, except where termination is by LFW for Client's uncured breach.

5.5 Transition. For thirty (30) days after termination, LFW will reasonably cooperate with an orderly handoff. Returning what is Client's is included at no charge: credentials, account access, and repository access. Transition work beyond that return — data and content exports, migration assistance, walkthroughs for a successor — is a Project like any other: scoped and billed as a fixed quote approved in writing before the work begins; LFW does not bill hourly. Transition work requires all undisputed amounts to have been paid.

5.6 Survival. Sections 4, 5.4, 6, 7, 8.3, 9, 10, and 11 survive termination.

6. Intellectual Property

6.1 Client ownership of deliverables. Upon full payment of the fees for the applicable Services, LFW assigns to Client all right, title, and interest in the deliverables created specifically for Client under this Agreement (“Deliverables”), excluding LFW Materials and Open-Source Components.

6.2 LFW Materials. LFW retains all rights in its pre-existing and independently developed tools, code libraries, frameworks, templates, processes, and know-how, and generalized skills and experience (“LFW Materials”). To the extent LFW Materials are incorporated into a Deliverable, LFW grants Client a perpetual, irrevocable, worldwide, non-exclusive, royalty-free license to use them as part of the Deliverable for any purpose, including public-facing use.

6.3 Open source. Deliverables are routinely built with, and may incorporate, components under open-source licenses — including, without limitation, the GPL (which governs WordPress and its derivatives) and permissive licenses such as MIT and Apache 2.0 (which govern much of the modern web stack) (“Open-Source Components”). Open-Source Components are governed by their own licenses, which control over Sections 6.1–6.2 for those components.

6.4 Techniques and general knowledge. What Client owns under Section 6.1 is the particular work created for Client — not the techniques, methods, patterns, algorithms, or ideas behind it. Those are of general applicability, are routinely arrived at independently by practitioners everywhere, and are nobody’s property; a familiar method applied to a particular purpose does not become proprietary through the application. Nothing in this Agreement assigns such techniques or restricts either Party’s use of them, or of general knowledge, skill, and experience whether pre-existing or developed during the Services — and none of this diminishes Client’s ownership of its Deliverables.

6.5 Client materials. Client retains all rights in content, trademarks, data, and materials it provides (“Client Materials”) and grants LFW a license to use them solely to perform the Services. Client represents that it holds the rights and licenses needed for everything it supplies — including stock photography, fonts, and other licensed assets. On request, Client will provide the license or purchase record for a supplied asset, and LFW may keep that record on file as evidence of licensed use. If the licensing of a supplied asset is unclear, LFW may decline to publish it until it is.

6.6 Publicity. Neither Party will use the other’s name, logo, or the existence of this relationship in marketing, client lists, case studies, or press materials without the other’s prior written consent (email suffices). Consent may be revoked prospectively at any time.

7. Confidentiality

7.1 Definition. “Confidential Information” means non-public information disclosed by one Party to the other that is either identified as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Confidential Information does not include information that is or becomes public through no fault of the recipient, was lawfully known before disclosure, is lawfully received from a third party without duty of confidentiality, or is independently developed.

7.2 Obligations. The receiving Party will (a) use Confidential Information only to perform under this Agreement, (b) protect it with at least reasonable care, and (c) limit disclosure to employees, subcontractors, and advisors who need it and are bound by obligations at least as protective as this Section.

7.3 Compelled disclosure. The recipient may disclose Confidential Information as required by law, provided (where legally permitted) it gives prompt notice so the discloser may seek protection.

7.4 Duration; return. Confidentiality obligations last for three (3) years after disclosure, except trade secrets, which remain protected as long as they qualify as such. On request or termination, each Party will return or destroy the other's Confidential Information within fifteen (15) days, except archival copies retained per standard backup practices, which remain subject to this Section.

7.5 Publicly exposed information. Information that a Party's own systems serve to the public — reachable without credentials, special access, or circumvention of any protection — is not Confidential Information, even where it was never meant to be public. This is more common than most organizations realize: for example, files uploaded to a WordPress media library are, by default, publicly listed through the site's REST API. Observing or reporting such an exposure is neither a breach of this Section nor unauthorized access to any system — it is reading what the system already publishes to everyone. LFW will nonetheless treat apparently sensitive exposed material with discretion, report the exposure to Client promptly so it can be closed, and not use or share the material's contents beyond that report.

8. Warranties and Disclaimers

8.1 Mutual. Each Party warrants it has the right and authority to enter into and perform this Agreement.

8.2 LFW warranty. LFW warrants the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Client's exclusive remedy for breach of this warranty is re-performance of the affected Services, or if re-performance is not reasonably possible, a refund of the fees paid for the affected Services.

8.3 Disclaimers. EXCEPT AS STATED IN SECTION 8.2, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," AND LFW DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LFW DOES NOT WARRANT: (a) UPTIME OR AVAILABILITY OF ANY WEBSITE OR HOSTING INFRASTRUCTURE; (b) THAT ANY WEBSITE WILL BE FREE FROM SECURITY INCIDENTS, VULNERABILITIES, OR DATA LOSS; (c) ANY PARTICULAR SEARCH RANKING, TRAFFIC LEVEL, OR BUSINESS RESULT; OR (d) THE PERFORMANCE OF ANY THIRD-PARTY PRODUCT OR SERVICE, INCLUDING THE HOSTING PROVIDER, PLUGINS, AND THEMES.

9. Limitation of Liability

9.1 No consequential damages. NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS,

LOST DATA, LOSS OF USE, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY.

9.2 Cap. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO LFW IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

9.3 Exceptions. Sections 9.1 and 9.2 do not apply to (a) Client's payment obligations, (b) a Party's breach of Section 7 (Confidentiality), or (c) a Party's indemnification obligations under Section 10.

9.4 Time bar. Except for claims for unpaid fees, no claim may be brought more than one (1) year after the claim accrued.

10. Indemnification

10.1 By LFW. LFW will defend and indemnify Client against third-party claims that a Deliverable, as delivered by LFW (excluding Client Materials, Open-Source Components, third-party products, and anything created to Client's specification or direction), infringes a U.S. copyright, provided Client gives prompt notice and reasonable cooperation and LFW controls the defense. If a Deliverable is subject to such a claim, LFW may at its option procure the right for Client to keep using it, modify or replace the affected part without materially reducing its function, or — if neither is commercially reasonable — refund the fees paid for the affected Deliverable and end the obligation. This Section states LFW's entire liability for infringement. Clearance of names, logos, slogans, and other branding — trademark matters — is Client's responsibility.

10.2 By Client. Client will defend and indemnify LFW against third-party claims arising from (a) Client Materials, including claims of infringement, defamation, or violation of law arising from content Client supplies or directs; (b) Client's products, services, communications, or advocacy activities; or (c) Client's use of Deliverables in violation of law or this Agreement.

11. Governing Law and Dispute Resolution

11.1 Governing law. This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

11.2 Arbitration. Any dispute arising out of or relating to this Agreement, including its formation, breach, or termination, will be finally resolved by binding arbitration before a single arbitrator in Arlington, Virginia. For disputes where Client is organized or headquartered outside the United States (including foreign missions), arbitration will be administered by the International Centre for Dispute Resolution (ICDR) under its International Arbitration Rules; for all other disputes, by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will be conducted in English. The arbitrator may allocate arbitration costs and reasonable attorneys' fees. Either Party and its witnesses may participate by remote means. Judgment on the award may be entered in any court of competent jurisdiction.

11.3 Exceptions. Either Party may (a) bring an individual action in small claims court for matters within its jurisdiction, (b) seek injunctive relief in court for breach of Section 7 or infringement of intellectual property,

and (c) in LFW's case, bring suit on an open account for fees and amounts due. Client will reimburse LFW's reasonable costs of collection, including attorneys' fees and collection-service fees, for amounts due and unpaid.

12. Sovereign and Governmental Clients

This Section applies if Client is a foreign state, foreign mission, embassy, consulate, international organization, or an agency or instrumentality of any of them (a "Sovereign Client").

12.1 Commercial activity. The Parties acknowledge that this Agreement and the Services are commercial activity, and that Client enters into this Agreement in a commercial, not sovereign or governmental, capacity.

12.2 Limited waiver of immunity. To the fullest extent permitted by applicable law, a Sovereign Client expressly, unconditionally, and irrevocably waives any immunity (including sovereign immunity and immunity under the Foreign Sovereign Immunities Act, 28 U.S.C. §§ 1602–1611) from (a) arbitration under Section 11.2; (b) judicial proceedings to compel arbitration or to confirm, recognize, or enforce an arbitral award, including under the New York Convention; and (c) attachment and execution of a judgment or award against its property used for commercial activity. This waiver does not extend to property protected by the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations (including embassy premises and diplomatic bank accounts used for mission purposes).

12.3 Service and agent. The Sovereign Client consents to service of process by the methods permitted under 28 U.S.C. § 1608 and by internationally recognized courier to its notice address on the Order Form, and will identify on the Order Form an authorized point of contact for notices.

12.4 Fiscal terms. Any fiscal-year term limits, non-appropriation rights, or procurement-specific requirements must be stated on the Order Form to be effective.

13. General

13.1 Independent contractor. LFW is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

13.2 Non-solicitation. During the term and for twelve (12) months after, neither Party will knowingly solicit for employment or engagement any employee or subcontractor of the other who worked on the Services, except through general public postings not targeted at that person.

13.3 Force majeure. Neither Party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, epidemics, labor disputes, utility or telecommunications failures, and acts of government. The affected Party will give prompt notice and resume performance as soon as reasonably practicable. If a force majeure event continues for more than thirty (30) days, either Party may terminate the affected Order Form on written notice.

13.4 Assignment. Neither Party may assign this Agreement without the other's written consent, except LFW may assign it in connection with a merger, reorganization, or sale of substantially all its assets, with notice to Client.

13.5 Notices. Notices must be in writing and are effective when delivered to the notice addresses on the Order Form. Email is sufficient for all notices except termination for breach and legal claims, which also require delivery by courier or certified mail.

13.6 Entire agreement; amendment; waiver. This Agreement (with its Schedules and Order Forms) is the entire agreement regarding its subject matter and supersedes prior agreements and communications. Amendments and waivers must be in a writing signed by both Parties (electronic signature suffices). No failure to enforce a term is a waiver of it.

13.7 Severability. If any provision is held unenforceable, it will be modified to the minimum extent necessary, and the remainder stays in effect.

13.8 Counterparts; e-signature. This Agreement and Order Forms may be executed in counterparts and by electronic signature, each of which is an original.

Questions about this agreement? Write to hello@lfw.com — you'll get an answer from the person who signs it.