Dated

HOSTING AND MAINTENANCE AGREEMENT

between

3 Chillies Limited

and

[•]

This agreement (**Agreement**) is dated 2026

Parties

(1) **3 Chillies Limited** incorporated and registered in England and Wales with company number 03864420 whose registered office is at 4th Floor, The Blade, Abbey Square, Reading RG1 3BE (**3chillies**); and

(2) [•] incorporated and registered in England and Wales with company number [•] whose registered office is at [•] (**Customer**).

Background

(A) 3chillies is a provider of hosting and maintenance services.

(B) The Customer wishes to obtain and 3chillies wishes to provide hosting and maintenance services on the terms set out in this Agreement.

It is agreed

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

Acceptable Use Policy: means the policy at Annex 4;

Applicable Laws: means all applicable laws, statutes, regulations and codes from time to time in force;

Business Day: means any day which is not a Saturday, Sunday or public or bank holiday in England;

Business Hours: means 8.30am to 5.30pm on any Business Day;

Customer Cause: any of the following causes:

(a) any misuse or unauthorised alteration of the Customer Website and/or the Services by the Customer;

(b) the use by the Customer of any non-supported hardware or software (i.e. anything not provided or approved by 3chillies) in connection with the Customer Website and/or the Services;

(c) the use of a non-current version or release of the Customer Website.

Customer Website: means the site, application and/or data uploaded to the Hosting Server or otherwise made available to 3chillies for use in undertaking the Services;

Commencement Date: means [•];

Confidential Information: means all information relating to the trade secrets, operations, processes, plans, intentions, product information, knowhow, designs, market opportunities, transactions, affairs and/or business of the other party and/or its customers, suppliers; clients, holding companies and/or subsidiaries;

Connectivity Infrastructure: means any computer hardware, cabling, power source, telecommunications links and other infrastructure used by 3chillies in the provision of the Services;

Fault: any failure of the Services and/or Customer Website to operate in any material respect in accordance with this Agreement (including the Services Levels) or any failure of the Customer Website to operate in any material respect in accordance with the Specification, including any failure or error referred to in Annex 1;

Fees: means the Fees to be paid by the Customer for the Services as set out in Annex 2;

Help Desk Support: any support provided remotely by or on behalf of 3chillies by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Services and/or the Customer Website;

Hosting Partner: any third party that provides any element of the Services to the Customer, as identified at Annex 1;

Hosting Services: means the website hosting services described at Part A of Annex 1;

Hosting Server: means the server(s) upon which the Customer Website is hosted;

Hosting Software: means any operating systems or software used by 3chillies in connection with the provision of the Hosting Services to the Customer;

Intellectual Property Rights: means copyright, database right, patents, registered and unregistered design rights, registered and unregistered trade marks all other intellectual property (and similar) rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world;

Maintenance Services: means the website maintenance services described at Part B of Annex 1;

Out-of-scope Services: any services provided by 3chillies in connection with any apparent problem regarding the Services and/or the Customer Website reasonably determined by 3chillies not to have been caused by a Fault, but rather by a Customer Cause or a cause outside of 3chillies' reasonable control. For the avoidance of doubt, any problems relating to the Customer Website shall be deemed Out-of-scope Services unless (i) that problem arose as a direct result of an act or omission of 3chillies, and/or (ii) 3chillies created the Customer Website for the Customer and the problem is attributable to the services provided by 3chillies;

Service Levels: means the services levels to be achieved by 3chillies set out in Annex 1;

Services: means the Hosting Services and/or the Maintenance Services, the Help Desk Support and any additional and ancillary services to be provided by 3chillies under this Agreement, as agreed by the parties in writing from time to time;

Solution: either of the following outcomes:

(a) correction of a Fault; or

(b) a workaround in relation to a Fault (including a reversal of any changes to the Customer Website and/or the Services if deemed appropriate by 3chillies) that is reasonably acceptable to the Client;

Specification: the specification for the Customer Website;

Support Rates: means for all 3chillies personnel £95/hr during Business Hours and £150/hr for Out of Hours, as updated by 3chillies from time to time;

Term: means the period during which this Agreement continues in force, as set out in clause 2;

VAT: means value added tax.

1.2 The annexes form part of this Agreement and (unless the context otherwise requires) references to this Agreement include the annexes.

1.3 In this Agreement, unless specified, any reference to:

(a) a subsidiary or holding company is to be construed in accordance with section 1159 of the Companies Act 2006; and

(b) a statutory provision includes a reference to any amendment, extension or re-enactment of it from time to time and all subordinate legislation.

2. Term

This agreement shall commence on the Commencement Date and shall (subject to earlier termination in accordance with clause 9) continue in force thereafter unless and until terminated by either party giving not less than three (3) months' written notice of termination at any time to the other party, such notice not to take effect before the first anniversary of the Commencement Date (**Initial Term**).

3. Appointment and performance

3.1 In consideration of the Customer's payment of the Fees, 3chillies shall perform the Services in accordance with this Agreement.

3.2 In performing the Services 3chillies shall:

(a) use all reasonable skill and care to provide the Services in accordance with Annex 1; and

(b) respond to the Customer's reasonable requests and written instructions from time to time and act in a professional manner.

4. Fees

4.1 The Fees payable by the Customer to 3chillies for the Services are set out in Annex 2.

4.2 3chillies shall invoice the Customer the Fees for the Services on a quarterly basis and will set out in reasonable detail the specific Services provided during the previous quarter.

4.3 Unless the subject of a genuine dispute, the Customer shall pay the Fees within thirty (30) days of the date of the invoice.

4.4 The Fees are exclusive of VAT which the Customer shall pay in addition to the Fees at the rate prevailing on the date of the invoice. Any sums payable by the Customer shall be paid clear of any deductions, withholdings, set offs or counterclaims, except any deduction or withholding which may be required by law in relation to tax.

4.5 If the Customer fails to make any payment in full on the due date under this Agreement, 3chillies may charge interest on the outstanding amount. Such interest shall accrue on a daily basis, from the due date until payment of the overdue amount, at the rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.6 3chillies reserves the right to amend the Fee on giving notice to the Customer if:

(a) the scope of, or functionality required in, the Services changes or increases as a result of the Customer's changes, requirements or instructions; or

(b) there is a material increase in the cost of Connectivity Infrastructure.

5. The Customer Website

5.1 Where 3chillies are to provide Hosting Services (and save where 3chillies has developed the Customer Website), prior to uploading the Customer Website to the Hosting Server, 3chillies will conduct a detailed technical audit of the Customer Website (**Pre-Hosting Review**) on commercial terms and at such fees to be agreed between the parties. The Pre-Hosting Review shall be outside the scope of this Agreement although 3chillies may require the Customer to address any technical issues with the Customer Website before uploading the Customer Website to the Hosting Server. Any assistance provided by 3chillies in addressing issues identified during the Pre-Hosting Review will be deemed Out-of-scope Services.

5.2 After it has been successfully uploaded to the Hosting Server, 3chillies shall not supplement, modify or alter the Customer Website without the Customer's prior written consent.

5.3 Where 3chillies are to provide Hosting Services, the Customer grants to 3chillies a non-exclusive, non-transferable, worldwide licence for the Term to host the Customer Website in accordance with the Customer's instructions and strictly to the extent required for 3chillies to discharge its obligations under this Agreement.

5.4 3chillies acknowledges that the Customer (and/or its licensors, as applicable) shall remain the owner of all Intellectual Property Rights in the Customer Website and that nothing in this Agreement shall result in 3chillies acquiring any Intellectual Property Rights in the Customer Website.

6. Use of the Services

6.1 The Customer agrees that it will only use the Services in accordance with the provisions of this Agreement and 3chillies' reasonable instructions from time to time.

6.2 The Customer agrees that it will at all times comply with the Acceptable Use Policy. 3chillies may reasonably amend the Acceptable Use Policy at any time on giving notice to the Customer.

6.3 3chillies may, at its sole discretion, suspend the Services (in whole or part) if:

(a) 3chillies is entitled to terminate this Agreement for any reason; or

(b) the suspension is for the purposes of carrying out scheduled or emergency maintenance or to substitute, change, reconfigure, relocate or rearrange the Hosting Server or any other Connectivity Infrastructure; or

(c) the suspension is in accordance with an order, instruction or request of government, an emergency service organisation or other competent administrative authority or is a result of 3chillies otherwise losing its ability to lawfully provide the Services.

6.4 3chillies shall notify the Customer as soon as reasonably possible of any suspension (if practicable) and 3chillies shall use all reasonable efforts to minimise the downtime incurred in taking such actions.

6.5 Exercise by 3chillies of its right of suspension under clause 6.3 shall not function as a waiver of any right or termination which 3chillies may have under this Agreement.

6.6 It is not intended that the Services will constitute a lease of any real or personal property. The Customer acknowledges and agrees that it has been granted only a licence to occupy any 3chillies space and use any 3chillies facility and any equipment provided by 3chillies in accordance with this Agreement. The Customer has not been granted any real property interest in 3chillies space or any 3chillies facility and the Customer has no rights as a tenant or otherwise any real property or landlord/tenant laws, regulations or ordinances. In its sole discretion 3chillies may suspend the right of the Customer, any representative or any other person to visit any 3chillies facility.

7. Hosting Software

7.1 This clause 7 shall only apply where 3chillies provides Hosting Services to the Customer.

7.2 Subject to the Customer's payment of all Fees and other sums due to 3chillies under this Agreement, 3chillies grants to the Customer a non-exclusive, non-transferable, royalty-free licence for the Term to use the Hosting Software in accordance with this Agreement.

7.3 The Customer shall not:

(a) alter, adapt, reverse engineer or decompile the Hosting Software except as permitted by law;

(b) reproduce or deal in the Hosting Software (in whole or in part) in any way; or

(c) make copies of the Hosting Software except to the extent reasonably necessary for back up purposes or for other purposes permitted by this Agreement.

7.4 The Customer acknowledges that 3chillies (and/or its licensors, as applicable) shall at all times remain the owner of all Intellectual Property Rights in the Hosting Software and that nothing in this Agreement shall result in the Customer acquiring any Intellectual Property Rights in the Hosting Software.

8. Domain names

In the event 3chillies acquires any domain names on behalf of the Customer, 3chillies agrees that:

(a) the domain names shall be the property of the Customer and 3chillies shall use the domain names solely in accordance with this Agreement;

(b) it shall properly register the domain names and shall procure that all administration, invoicing and any other communications relating to the domain names are sent directly to the Customer, unless otherwise agreed with the Customer; and

(c) it shall provide the Customer with all reasonable assistance as may be required in the transferring of the administration of the domain names to the Customer.

9. Termination

9.1 Either party may terminate this Agreement immediately by notice in writing if the other party:

(a) commits a material breach of any of the terms of this Agreement (including without limitation late payment) and, if such breach is capable of remedy, fails to remedy the breach within thirty (30) days of receiving notice from the terminating party specifying the breach and requiring the breach to be remedied;

(b) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) has its financial position deteriorate to such an extent that, in the terminating party's opinion, that party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

or if the equivalent of any of the events described at clause 9.1(b) to clause 9.1(d) inclusive under the law of any jurisdiction occurs in relation to the other party.

9.2 The expiry or termination of this Agreement for any reason shall not affect any rights and/or obligations:

(a) accrued before the date of termination or expiry; or

(b) expressed or intended to continue in force after and despite expiry or termination.

10. Confidentiality

10.1 Each party shall keep secret and confidential all Confidential Information of the other and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under this Agreement.

10.2 The obligation of confidence shall not apply where the Confidential Information:

(a) is required to be disclosed by operation of law;

(b) was in the possession of the recipient prior to disclosure by the other party;

(c) is subsequently acquired from a third party without any obligation of confidence;

(d) is or becomes generally available to the public through no act or default of the recipient; or

(e) is disclosed on a confidential basis for the purposes of obtaining professional advice.

10.3 This clause 10 shall continue in force notwithstanding the expiry or termination of this Agreement whatever the reason for such termination.

11. Warranties

11.1 Each party warrants to the other that:

(a) it has full capacity and authority to enter into and perform its obligations under this Agreement;

(b) it will perform its obligations under this Agreement with all due skill, care and diligence; and

(c) this Agreement is executed by its duly authorised representative.

11.2 The Customer warrants that:

(a) it is, or its licensors are, the owner of any Intellectual Property Rights in the Customer Website;

(b) 3chillies' use of the Customer Website in accordance with this Agreement to provide the Services shall not infringe any third party Intellectual Property Rights; and

(c) it shall comply at all times with the Acceptable Use Policy.

11.3 3chillies warrants that:

(a) the Hosting Software shall not infringe any Intellectual Property Rights of a third party; and

(b) the provision of the Services shall not breach any applicable laws.

11.4 Save as expressly provided in this Agreement, all warranties, conditions, or other terms implied by statute, common law or otherwise are excluded.

12. Indemnity

12.1 The Customer shall indemnify and hold harmless 3chillies from and against all and any losses, liabilities, demands, claims, costs and expenses (including reasonable legal costs and disbursements) and damages incurred or suffered by 3chillies, and any damages awarded against, 3chillies, arising directly or indirectly as a result of or in connection with any claim that the Customer Website infringes any Intellectual Property Rights of any third party or arising directly or indirectly out of the Customer's breach of the Acceptable Use Policy.

13. Limitation of liability

13.1 Nothing in this Agreement shall limit or exclude either party's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to clause 13.1, 3chillies shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for any:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of or damage to goodwill;

(f) loss of use or corruption of software, data or information; or

(g) indirect or consequential loss.

13.3 Subject to clause 13.1, 3chillies' total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the greater of (i) £10,000 (ten thousand pounds) and (ii) 100% (one hundred per cent) of the average annual total Fees (calculated by reference to Fees in successive 12-month periods from the Commencement Date) paid by the Customer under this Agreement.

13.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

14. Data protection

14.1 Both parties will comply with the data processing addendum at Annex 3 (**DPA**) and all applicable requirements of the Data Protection Legislation. This clause 14 and the DPA is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

15. Force Majeure

15.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this Agreement by giving 28 days' written notice to the affected party.

16. Notices

16.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by fax to its main fax number or sent by email to the address specified by each party for that purpose from time to time.

16.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(c) if sent by fax or email, at 9.00 am on the next Business Day after transmission.

16.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. General

17.1 The Customer shall not assign, transfer, charge, subcontract or deal in any other manner with any of its rights and obligations under this Agreement without 3chillies' prior written consent.

17.2 3chillies may at any time assign, charge, subcontract or deal in any other manner with any or all of its rights under this Agreement.

17.3 It is not intended that any provision of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

17.4 A failure or delay by either party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.

17.5 This agreement represents the entire terms agreed between the parties in relation to its subject matter and supersedes all previous contracts or arrangements (including any usage or custom and any terms arising through any course of dealing) of any kind between the parties relating to its subject matter.

17.6 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

17.7 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

17.8 This agreement shall be governed by and construed in accordance with the laws of England and Wales.

17.9 The courts of England and Wales shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement.

This agreement has been entered into on the date stated at the beginning of it.

Signed by [•] for and on behalf of	.....
3 CHILLIES LIMITED	Director
Signed by [•] for and on behalf of [•]	.....
	[•]

Annex 1 Services

PART A – HOSTING

1. Hosting Partners

1.1 The following third parties (**Hosting Partners**) are involved in the provision of the Hosting Services to the Customer, in the capacities set out in the following table:

COMPANY NAME	ELEMENT OF SERVICE PROVIDED

1.2 The Customer expressly acknowledges and accepts that elements of the Hosting Services (including any Hosting Software referred to above) will be provided by the Hosting Partners and that the provision of those elements will be subject to the standard terms and conditions and service levels offered by those Hosting Partners (**HP Terms**).

2. Hosting Services

2.1 Subject to, and in addition to, the HP Terms, 3chillies will:

(a) deploy the Customer Website to the Hosting Server;

(b) (where any Fault or issue relates to a Hosting Partner) work together with the relevant Hosting Provider to find a Solution as soon as reasonably practicable; and

(c) regularly install and monitor backups of the Customer Website and any related databases (backups will be kept for a maximum of 60 days and should only be relied on for disaster recovery purposes. Time spent restoring files because of any Customer Cause will be chargeable at our normal Support Rates.

2.2 3chillies will use all reasonable endeavours to ensure the Hosting Services are maintained and patched.

3. Uptime

3.1 For the purposes of this Annex 1, **Uptime** means the ability to retrieve the Customer Website's HTTP headers from the Hosting Server from more than one physical location.

3.2 3chillies shall use all reasonable endeavours to ensure an Uptime of at least 99.8% in each calendar month throughout the Term (provided that wherever Uptime is prevented by the act or omission of a Hosting Partner, such failure will not be taken into account in the calculation of Uptime under this Annex 1).

3.3 The Customer accepts and agrees that its sole remedy for any failure to achieve the Uptime set out in paragraph 3.2 (of this Part A, Annex 1) shall be for 3chillies to use all reasonable endeavours to remedy any such failure as soon as practicable.

4. Scheduled Maintenance

4.1 In order to guarantee optimal performance in respect of the Services, 3chillies shall be entitled to perform routine maintenance on the Hosting Server on a regular basis. Such maintenance could require taking the Hosting Server off-line. 3chillies may reserve up to two hours of server unavailability per month for scheduled maintenance purposes. This Hosting Server unavailability shall not be included in Uptime calculations. Wherever possible, such maintenance will be performed during off-peak hours (early in the morning or late at night and not during Business Hours). 3chillies will provide the Customer with advance notice of scheduled maintenance whenever possible.

PART B – MAINTENANCE

1. Provision of Help Desk Support

1.1 3chillies shall provide Help Desk Support during Business Hours on Business Days. All incidents logged outside this time window will be classified as "Out of Hours".

1.2 The Customer may log an issue at any time (including Out of Hours) at https://3chillies.freshdesk.com or by emailing the support team at support@3chillies.co.uk. Any issue logged that relates to a Fault shall include a reasonably detailed description of the problem and the start time of the incident (in the form set out at Annex 5). In respect of each Fault, the Customer shall provide 3chillies with:

(a) prompt notice of the Fault;

(b) the details of a suitably qualified or skilled representative of the Customer available to work together with 3chillies (during Business Hours) to find a Solution;

(c) such data, documents, information, assistance and (subject to compliance with all the Customer's security and encryption requirements notified to the 3chillies in writing) remote access to the such of the Customer's systems, files and equipment as is reasonably necessary to assist 3chillies in reproducing operating conditions similar to those present when the Customer detected the relevant Fault.

1.3 3chillies will provide the Help Desk Support in line with the following table (the examples set out in the table below are for illustrative purposes only and shall not be interpreted as exhaustive):

Severity	Description
Priority 1 (High)	An issue requiring urgent attention, such as total non-availability of the Customer Portal / Website or severe reductions in functionality experienced by all users or an issue that stops all users from completing a key user journey.
Priority 2 (Medium)	The loss of some functionality in respect of the Customer Portal / Website experienced by all users, which may result in a negative user experience.
Priority 3 (Low)	An issue that does not affect the functionality of the Customer Portal / Website (or does so in a very low impact manner), or a usability/compatibility functional reduction which only effects limited sets of users (i.e. on a particular browser/group of users)

1.4 The following table sets out the target timeframes for acknowledgement of Customer notification (made in accordance with paragraph 1.2 of this Part B, Annex 1) and achievement of a Solution by 3chillies:

Severity	Acknowledgement within	Temporary workaround (where required)	Solution within
Priority 1 (High)	30 minutes	2 Business Hours	16 Business Hours
Priority 2 (Medium)	1 Business Hour	4 Business Hours	24 Business Hours
Priority 3 (Low)	8 Business Hours	N/A	40 Business Hours

All acknowledgement times shall be measured from the time and date of the logging of the relevant incident. In the case of any incident reported outside of Business Hours, the incident shall be logged from the start of the next Business Hour. The time in which a Solution is achieved shall be measured from the time of acknowledgement. Any delay on the part of the Customer or a Hosting Partner (for example, in responding to a request for information) shall not be included in the calculation of the timeframes set out above.

1.5 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the relevant target timeframe.

1.6 3chillies may reasonably determine that any requested or required services are Out-of-scope Services. If 3chillies makes any such determination, it shall promptly notify the Customer of that determination and, although 3chillies may choose to do so (at its sole discretion and subject to the payment of Support Rates), the Customer acknowledges and accepts that 3chillies is not obliged to provide Out-of-scope Services under this Agreement.

1.7 The Customer accepts and agrees that its sole remedy for any failure to achieve the target timeframes set out in paragraph 1.4 (of this Part B, Annex 1) shall be for 3chillies to use all reasonable endeavours to remedy any such failure as soon as practicable.

2. Hosting Partner and/or other third-party products and services

2.1 To the extent any Fault or problem is primarily attributable to a third party (including a Hosting Partner) product or service, 3chillies shall not be required or expected to meet the relevant target timeframe (as set out in paragraph 1.4 of this Part B, Annex 1) and 3chillies will not be liable for any failure to do so.

2.2 In the event of any Fault or problem primarily attributable to a product or service provided by a Hosting Partner or other third party, 3chillies will use all reasonable endeavours to work with the relevant Hosting Partner to find a Solution as soon as reasonably practicable. In the event that the parties agree that such resolution is not commercially practicable, 3chillies

will try to identify an alternative third party product, services or system to serve substantially the same function and provide a Solution. The Customer accepts that it shall be liable to pay any additional costs involved in the use of any alternative third party product provided that 3chillies shall be required to obtain the written approval of the Customer prior to incurring any such additional cost on the Customer's behalf.

3. Scope of Maintenance Services

3.1 3chillies shall provide the following Maintenance Services for the Customer Website in accordance with the terms of this Agreement:

(a) the Help Desk Support described above;

(b) corrective maintenance as described in paragraph 4;

(c) a software updating service as described in paragraph 5;

4. Corrective maintenance

4.1 Upon receipt of a Support Request, 3chillies shall commence corrective maintenance as soon as possible and complete it promptly and, in any event, in accordance with the applicable Service Levels. 3chillies shall also promptly notify the Customer of any Faults of which it becomes aware.

4.2 3chillies shall provide Solutions to correct all Faults which are reported by the Customer or of which 3chillies is aware and to cause it to conform to the Specification.

5. Software updating service

5.1 3chillies shall promptly make available to the Customer, as part of the Maintenance Services, all updates issued generally by 3chillies in respect of the Customer Website and such updates as are needed to ensure the Customer Website's continued compliance with the requirements of this Agreement and the Specification. An "update" includes, but is not limited to, a software patch supplied in the form of updated files that are applied to the core software platform to modify the current product without changing it's version and usually without changing it's functionality. This most often consists of security patches or bug fixes.

5.2 3chillies undertakes that, prior to delivery of each update to the Customer, 3chillies shall have submitted the update to all necessary tests to ensure that the update and every part of it is in full working order and, at the Customer's request, supply the Customer with a copy of the test results.

5.3 3chillies represents and warrants that the use of the updates will not result in any of the functions, features, facilities or the performance of the Customer Website being diminished or curtailed (although 3chillies may substitute particular functionality with functionally

equivalent or improved functionality) or require the Customer to upgrade any other hardware, software or equipment.

5.4 The failure by the Customer to accept any update shall not affect 3chillie's obligations to advise the Customer of, and to offer under this Agreement, all updates subsequently developed by 3chillies.

5.5 There will be no charge for updates, other than in respect of CMS platform upgrades (but excluding any CMS platform security patches). For the purposes of this clause 5.5 only, an "upgrade" means the act of replacing the current CMS product with a newer version or similar product, resulting in new or improved functionality and a change to the version number of the software platform.

PART C – KEY CONTACT DETAILS

1. Notices and Key Contacts

1.1 **Day to day operational escalation**: day to day issues should be managed by key contacts stated below for 3chillies and the Customer where possible.

3chillies

	Contact	Role	Responsibility
1			
2			

Customer

	Contact	Role	Responsibility
1			
2			
3			
4			

1.2 Contact for **any escalation** should be routed via the following people in sequential order:

3chillies

	Contact	Role	Responsibility
1			
2			
3			

Customer

	Contact	Role	Responsibility
1			

Annex 2 Fee

1. The Customer shall pay 3chillies the following Fees: [•] (paid quarterly in advance)

2. Any Out-of-scope Services shall be charged at 3chillies' prevailing Support Rates in addition to the Fee.

3. The above Fees do not include any hosting / infrastructure costs.

Annex 3 Data Processing Addendum

1. Definitions

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Applicable Laws: (for as long as and to the extent that they apply to 3 Chillies) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Domestic UK Law: the UK Data Protection Legislation and any other law that applies in the UK.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. Data Protection

2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and 3 Chillies is the Processor. 0 sets out the scope, nature and purpose of processing by 3 Chillies, the duration of the processing and the types of Personal Data and categories of Data Subject.

2.3 Without prejudice to the generality of clause 2.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to 3 Chillies for the duration and purposes of this agreement.

2.4 Without prejudice to the generality of clause 2.1, 3 Chillies shall, in relation to any Personal Data processed in connection with the performance by 3 Chillies of its obligations under this agreement:

(a) process that Personal Data only on the documented written instructions of the Customer which are set out in 0 unless 3 Chillies is required by Applicable Laws to otherwise process that Personal Data. Where 3 Chillies is relying on Applicable Laws as the basis for processing Personal Data, 3 Chillies shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit 3 Chillies from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or 3 Chillies has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) 3 Chillies complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) 3 Chillies complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 2.4 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of 3 Chillies, an instruction infringes the Data Protection Legislation.

2.5 Either party may, at any time on not less than 30 days' notice, revise this clause 2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

Annex 3.1 - Processing, Personal Data and Data Subjects

1. Processing by 3 Chillies

1.1 Scope, nature and purpose of processing

[•]

1.2 Duration of the processing

The processing will take place for the length that the support contract is in place.

2. Types of Personal Data

[•]

3. Categories of Data Subject

[•]

Annex 4 Acceptable Use Policy

THE CUSTOMER MUST ENSURE THAT IT READS THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SERVICES

By using the Services the Customer accepts these terms

By using the Services, the Customer confirms that it accepts the terms of this policy and that it agrees to comply with them. If the Customer does not agree to these terms, it must not use the Services.

We recommend that the Customer prints a copy of this policy for its future reference.

Prohibited uses

The Customer may use the Services only for lawful purposes. The Customer shall not use the Services in any way (including in connection with any Customer Website):

- that breaches any applicable local, national or international law or regulation;
- that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- that has the purpose or effect of harming or attempting to harm minors in any way;
- that is likely or intended to bully, insult, intimidate or humiliate any person;
- that involves the distribution or promotion of sexually explicit, violent, offensive, hateful or inflammatory materials;
- to knowingly transmit any data, sends or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

The Customer also agrees not to access without authority, interfere with, damage or disrupt:

- any part of the Services;
- any equipment or network on which the Customer Website is stored;
- any software used in the provision of the Services; or
- any equipment or network or software owned or used by 3chillies or any third party.

Breach of this policy

When 3chillies considers that a breach of this Acceptable Use Policy has occurred, 3chillies may take such action as it deems appropriate and may (without limitation) result in it taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of the Customer's right to receive the Services;
- issue of a written warning to the Customer;
- legal proceedings against the Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against the Customer;
- disclosure of such information to law enforcement authorities as 3chillies reasonably feels is necessary or required by law.

3chillies exclude its liability for all action it may take in response to breaches of this Acceptable Use Policy. The actions 3chillies may take are not limited to those described above, and it may take any other action it deems appropriate.

Annex 5 Helpdesk Ticket Request Template

SUPPORT REQUEST TICKET DETAILING

When raising a ticket with Support please provide the following information. A ticket comprises the *Ticket Title* and the *Description Body*.

TICKET TITLE – A brief summary of the issue being experienced. E.G. "Events Section Unresponsive". If this is a Priority 1 issue, please include this in the title.

Please note that the Ticket Title will be the same as your e-mail subject line when you e-mail support@3chillies.co.uk.

DESCRIPTION BODY – Main body of the support ticket detailing issue being raised.

Information to be included in description body:

1. **What is the issue -** What has occurred & expectation of what should be occurring.
2. **What/Who is it effecting? –** What is the impact of the issue.
3. **How can 3C replicate or view the issue? –** Steps taken that raised the issue or location of issue on website/CMS.
4. **Can a screenshot be provided? –** Attach a screenshot of the issue**.**
5. **Any other relevant information? –** Any relevant information to aid ticket resolution. E.G. - Time issue first occurred/was noticed, previous ticket(s) the issue relates to, troubleshooting already done by client IT team, etc.