

This Website development and hosting agreement (the "Agreement") is entered into on [date] (the "Effective Date") by and between **[Client]**, Company Number [company number], whose registered office is situated at [address] (the "Client"), and **Alcium Software Limited** Company Number 04157769 whose registered office is situated at 6b Churchill Way, Chapeltown, Sheffield, S35 2PY (the "Service Provider").

Definition of Terms:

Content: All text, images, sound, graphics, video, links, and other data stored by the Client on the host computers;

Content Management System (CMS): A third-party application which enables publishing, editing, modifying content, organising, deleting, and maintaining from a central interface;

Domain Name: The root address of a website, e.g. www.webaddress.com, which must be registered by or on behalf of the Client with the appropriate naming authority;

Downtime: The period when a website is inaccessible via the Internet due to technical failures or maintenance;

Design: A file consisting of graphics illustrating the appearance and functionality of the Website user interface prior to coding or building;

Development/Build: The process of coding or constructing the Website;

Extension/Plugin: A third-party software component adding specific features to an existing computer application, such as a CMS;

Intellectual Property Rights: Copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Search Engine: A Website that contains a directory of other Websites, allowing users to find them based on corresponding keywords;

Website: A coded user interface combined with a CMS, extensions/plugins, and content stored on Host computers;

Website Change Launch Date: [The date on which the Website will be made available to the Customer following the completion of the Services.]

Work: Website design and build tasks specified and agreed upon between the Client and the Service Provider as set out in the Schedule.

1. Scope of Work

The Service Provider agrees to provide to the Client the following services (the "Services"):

- 1.1. Design and develop a custom Website for the Client, based on the specifications and requirements provided by the Client as is set out in the Schedule; and
- 1.2. Ongoing hosting for the Website for a minimum period of 12 months after the Website goes live and thereafter on the basis set out in this Agreement.

2. Fees

2.1. The Client agrees to pay the Service Provider the following fees (the "Fees"):

- 2.1.1. a fixed fee of £[fee] + VAT for Work;
- 2.1.2. a fee of £[fee] + VAT per annum for ongoing hosting and technical support for the Website 12 months following the go live launch of the Website.

2.2. The Fees will be payable as follows:

- 2.2.2. 20% of the fixed fee upon proposal acceptance;
- 2.2.3. 40% of the fixed fee upon sign off of the Website design;
- 2.2.4. 40% of the fixed fee upon launch of the completed Website; and
- 2.2.5. A fee of £[fee]+ VAT for Website hosting payable 12 months following the website launch.

3. Scope of Services

3.1. Development Services

- 3.1.1. the Service Provider may update the CMS version at its own discretion, but inclusive CMS updates are not included as part of this Agreement unless explicitly stated in writing as part of this Agreement.

3.2. Hosting Services

- 3.2.1. The Service Provider agrees to host the Client's Website content and related files on its server.
- 3.2.2. The Service Provider utilises a Microsoft Azure cloud server environment.
- 3.2.3. The services provided under this agreement shall be hosted primarily within the United Kingdom (UK) regions. The primary hosting region shall be UK South, located in data centres situated in London. In the event of a failover, services shall be transitioned to the UK West region, located in Wales.
- 3.2.4. All disaster recovery procedures shall be initiated and executed within UK regions.
- 3.2.5. Full backups for databases are performed every night at midnight.
- 3.2.6. The Service Provider shall maintain backups according to the following retention schedule:

Daily backups shall be retained for a period of 14 days.

Monthly backups shall be retained for a period of one month.

3.3. Additional Services

The Service Provider may offer additional services, such as graphic design, Website design or marketing services, which may be purchased by the Client at an additional cost:

- 3.3.1. design services can be provided at a cost of £[fee] + VAT per hour*;
- 3.3.2. web development services can be provided at a cost of £[fee] + VAT per hour*

*A minimum charge of 1 hour applies to all requested services

4. Completion of work and payment

4.1. Completion of Work

- 4.1.1. Service Provider will not charge more than the amount agreed with the Client unless the Client has varied the specifications of the Work;

- 4.1.2. Service Provider will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client;
- 4.1.3. Service Provider reserves the right to extend the completion date of the Works where the Client has varied the specifications of the Work.

4.2. Approval of work – General

- 4.2.1. on completion of the Work, the Client will be notified and will have the opportunity to review;
- 4.2.2. the Client will notify Service Provider, in writing, of any errors or corrections required prior to agreeing the Website Change Launch Date;
- 4.2.3. any of the work which has not been reported in writing to Service Provider as unsatisfactory prior to the agreed Website Change Launch Date will be deemed to have been approved;
- 4.2.4. once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the remaining balance will become due and payable by the Client.

4.3. Built Website Approval

- 4.3.1. after completion, visual discrepancies must be communicated to the Service Provider in writing;
- 4.3.2. any reasonable inconsistency between the approved design and the Website will be rectified by the Service Provider as soon as is practicable in accordance with Clause 5.2;
- 4.3.3. requirements not documented in the approved design prototype will be considered out of scope and may incur additional costs. Undocumented requirements or assumptions not explicitly stated in the specification will not be accepted as unsatisfactory and may result in additional costs.

4.4. Search Engine Listings

- 4.4.1. Service Provider cannot guarantee listings on Search Engines;
- 4.4.2. the Client understands there is no guaranteed placement or rank on the Search Engines and that a new Website may never appear on Search Engines at all;
- 4.4.3. Service Provider does not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

4.5. Remedies for Overdue Payment

- 4.5.1. if any payment has not been received by the due date, the Service Provider has the right to suspend ongoing work for the Client, until such time that full payment of the outstanding balance has been received;
- 4.5.2. if full payment has still not been received 3 days after the due date, the Service Provider has the right to replace, modify or remove the Website until full payment has been received.

5. Hosting and Maintenance

5.1. Website Hosting

- 5.1.1. the Service Provider agrees to host the Client's Website and related files on its server;
- 5.1.2. the Service Provider will endeavour to ensure that Website downtime is kept to a minimum and guarantees to respond to the client within 2 business hours in the case of any downtime;
- 5.1.3. where the provision of the Service is interrupted through the fault of any third party, or third-party tools/integrations, the Service Provider shall bear no responsibility or liability. Examples of third-party tools and integrations include but are not limited to:
 - 5.1.3.1. domain issues name and management issues – the domain is the root address of a Website e.g. www.websiteaddress.com which must be registered with the appropriate naming authority. The domain registration and ongoing management and renewal of the domain is not the responsibility of the Service Provider;
 - 5.1.3.2. outages and errors from external cloud computing platforms;
 - 5.1.3.3. mapping tools, e.g. Open Street Maps, Google Maps, Bing Maps;
 - 5.1.3.4. social media widgets e.g. Twitter feeds, Facebook feeds

5.2. Maintenance and Correction of Errors

- 5.2.1. the Service Provider has monitoring tools in place which will alert the Service Provider of a complete website outage where the website is inaccessible. Where the Service Provider is aware the website is

inaccessible, the Service Provider will respond to the client within 2 business hours in the case of any downtime;

- 5.2.2. the Service Provider takes no responsibility for proactive maintenance (unless a maintenance contract is in place) of the Website after the work has been completed;
- 5.2.3. errors (both technical and typographical) attributable to the Service Provider will be corrected free of charge, but the Service Provider reserves the right to charge a reasonable fee for correction of errors for which the Service Provider is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to the Service Provider by the Client.

5.3. Extent of Work (Installation)

Installation on the Internet is limited to the uploading of all necessary files to the Host and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

6. Roles and Responsibilities

6.1. Service Provider Responsibilities

Service Provider will provide the infrastructure, technology, personnel, processes, and monitoring tools necessary to deliver support as described in this document to meeting response times associated with the priority assigned to the individual service request or issue.

6.2. Client Responsibilities

Client responsibilities in support of this Agreement include:

- 6.2.1. using the standard contact methods (see Section 7 below) to request web support services;
- 6.2.2. reviewing draft design concepts, web pages suggestions, email responses, and all other communication dependencies in a timely fashion;
- 6.2.3. review and inspect designs supplied by the Service Provider for approval;
- 6.2.4. ensure the availability of the domain including:
 - 6.2.4.1. obtain the domain name;

6.2.4.2. ownership of the domain;

6.2.4.3. furnish domain information and updates requested by the Service Provider.

7. Support Services

7.1. Method of support request

Service Provider offers alternative mechanisms to submit web support requests for the Client:

7.1.1. Support via email

send an email to helpdesk@alciumsoftware.com is the preferred method to request support. Unless designated urgent, requests made via email will be processed by the Service Provider in the order in which they are received during normal hours of operation as set out below;

7.1.2. Support via telephone

support requests may be made via telephone to 0114 349 1294. Voicemail messages received out of hours will be processed the next business day.

7.2. Hours of Coverage

Service desk coverage will be provided by the Service Provider for Monday to Friday, 9:00am to 5:00pm on all weekdays other than Bank Holidays and other Public Holiday days.

7.3. Response Times

Service Provider will use the following guidelines to prioritise Website support requests, with the aim of beginning to work on the issue within the target timeframe. Actual response times may be shorter:

Item	Description	Response Time
Time-sensitive issue (Priority 1)	Service outage. Example: The Website is inaccessible.	2 business hours

Item	Description	Response Time
General support (Priority 2)	Technical support due to an issue on the Website. The Website is still accessible. Example: a contact form isn't loading on the Website, a link on the Website is broken, there is an error when trying to access the CMS.	Within 1 business day
Additional Website functionality requests	Addition of Website functionality Example: The Client would like to add a new form to the Website. The Client would like to add a new section for images on an existing page.	Within 3 business days
Web project consultancy	Project – related discussions Example: The Client has an idea of what they want to achieve on their Website, but is unsure of how this would be best achieved on the Website.	Meeting/discussion will be scheduled to determine project timeline within 3 business days

8. Ownership and Intellectual Property

8.1. Design and Proposals

- 8.1.1. all designs, proposals and/or solutions suggested and/or made by the Service Provider to Clients should be treated as trade secrets and remain the property of the Service Provider;
- 8.1.2. such designs, proposals and/or solutions or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from the Service Provider. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

8.2. Warranty and covenant by Client as to Ownership of Intellectual Property Rights:

- 8.2.1. the Client has and shall maintain for the duration of the Services all the necessary permissions and authorities in respect of the use of all Intellectual Property Rights , photographs and graphic images or any

other material it supplies to the Service Provider for inclusion on the Website;

- 8.2.2. by agreeing to these terms and conditions, the Client hereby agrees to indemnify and to keep indemnified the Service Provider from and against any costs, damages, claims, or expenses however arising related to the content of the Client's site.

Domain Name

- 8.2.3. any Domain Name acquired will belong to the Client;
- 8.2.4. the Client agrees to indemnify the Service Provider, including any incidental costs, against any claims that a Domain Name applied for, or acquired, violates the intellectual property rights of a third party;
- 8.2.5. the Client warrants that the domain name sought is not a trademark of a third party.

8.3. Intellectual Property Rights in the Website

- 8.3.1. only when the Service Provider has received full payment of all outstanding invoices and the work has been approved by the Client in accordance with Clause 4.2 hereof, the Client will be granted full ownership of copyright including that in the Website design;
- 8.3.2. where the work comprises design effort only, the Service Provider will supply the Client with all related design files;
- 8.3.3. the Client acknowledges the Service Provider can only transfer copyright for designs created by the Service Provider under this agreement. For the avoidance of doubt this excludes any copyright and intellectual property rights of third parties including but not limited to stock photography, icons, stock graphics, third party software and plugins which the Client must acquire the rights of in order to enable their use on the Website.

9. Confidentiality

The Client and the Service Provider each agree to keep confidential all non-public, confidential, or proprietary information obtained from the other party in connection with this Agreement.

10. Term and Termination

10.1. Term

The support element of this Agreement shall begin when the Website is launched and shall continue for an initial term of 12 months, thereafter this

Agreement will be extended for successive 12 month terms, unless terminated earlier pursuant to this Agreement.

10.2. Termination for Convenience

Either Party may terminate this Agreement on 60 days' notice [after the initial 12 months term] for any reason.

10.3. Termination for Cause

Either party may terminate this Agreement immediately upon notice to the other party for a material breach of this Agreement by other party.

11. Warranties and Representations

11.1. The Client represents and warrants to the Service Provider that:

- 11.1.1. the Website content, including but not limited to text and media, does not infringe on any third-party rights;
- 11.1.2. the Website content does not violate any applicable laws or regulations; and
- 11.1.3. any and all activity conducted through the Client's Website in relation to the collection of personal information complies with the provisions of the General Data Protection Regulation (GDPR).

11.2. The Service Provider represents and warrants to the Client that:

- 11.2.1. the development services shall be performed in a professional manner;
- 11.2.2. the hosting service shall be performed in a professional manner;
- 11.2.3. the hosting service shall not infringe on any third-party intellectual property rights; and
- 11.2.4. the hosting service shall comply with all applicable laws and regulations.

12. Limitation of Liability

Nothing in this Agreement shall exclude or limit the Service Provider's liability for:

- 12.1. Death or personal injury resulting from its negligence; or
- 12.2. Liability arising from fraud, fraudulent misrepresentation, or fraudulent concealment, except for misrepresentation caused by malicious third-party fraud under the Computer Misuse Act 1990 or the Fraud Act 2006; or

12.3. Any other liability that cannot be excluded or limited under applicable law.

This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be amended except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[CLIENT NAME]

By: _____

Name: _____

Title: _____

ALCIUM SOFTWARE LIMITED

By:

Name: [NAME]

Title: [JOB TITLE NAME]

Schedule 1
Scope of Work