



# Terms and Conditions

Date: 14 March 2022

## 1. Definitions

“Products” means all IPs / Websites / APIs / Apps / voice applications which have been commissioned by the Client and produced/supplied by the Supplier.

“Services” means all work to be undertaken by the Supplier for the Customer as expressly set out herein.

## 2. Purpose of this Document

These terms support the Agreement and statement of work which form a contract between “the Client” and “the Supplier” Vocala Ltd. for the scoping, planning, design, development, and ongoing support of “The Client” software product.

## 3. Responsibilities

(a) Of the Supplier. The Supplier agrees to do each of the following:

- Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
- Extend its best efforts to ensure that the design and functionality of the ‘Product’ meets the Client’s specifications.
- Perform the Services in a workmanlike manner and with professional diligence and skill, as a fully-trained, skilled, competent, and experienced professional.
- On completion of the ‘Product’, assist the Client in installation of the Application System to its final location, which will include helping the Client with uploading the finished files to the Client’s selected live web-hosting environment.
- Provide Services and Products that are satisfactory and acceptable to the Company and substantially free of defects.
- Provide an appropriate support and communications team (as outlined in the Appendix) for office hours and out-of-hours contact.
- Communicate with the Company regarding progress it has made with respect to the milestones of new Products in performing the Services upon an agreeable time each week/month.
- Warrant and represent that none of the work produced for the Client under this agreement will infringe any intellectual property rights of any third party, and shall indemnify the Client against any action, proceedings, claims, losses, damages and costs properly incurred in consequence of any breach or alleged breach of this warranty or as a result of any breach by you of any of your undertakings or obligations under this agreement. For the avoidance of doubt, this warranty shall exclude all of the information provided by the Client.

(b) Of the Client. The Client agrees to do each of the following:

- Provide all assistance and cooperation to the Supplier in order to complete the Product in timely and efficient manner.
- Provide initial information, and supply any content required for the Product.
- Obtain copyright and other licenses or consents where necessary for the inclusion of any material, data and information provided to the Supplier to enable the Supplier to incorporate such material, data and information into the Product.

#### **4. Maintenance Work**

The Supplier will provide ongoing support and maintenance of the Clients Product in line with the agreed hours detailed in the Statement of Work.

The support offered covers the following:

- Assistance with user-reported error messages
- Amends and updates to applications as per client requests
- General advice required by the Client to assist in the smooth running of the Product.

Note - If any of the user-facing Products are inactive or presenting serious errors, or there is in the Client's view a security breach, the Supplier will investigate and endeavour to solve the problem immediately. The Supplier will endeavour to send a confirmation of error receipt to the Client (i.e. a response within 30 minutes on critical software) and within 2 hours for all other requirements. The error would then be reviewed and attempted to be resolved. Outside of working hours we have outlined a communications support plan. The Supplier will also endeavour to send an initial response to the Client once the issue has been registered and reviewed.

#### **5. Project Work**

The Supplier may be required to quote upon non-maintenance updates or projects. The Client will provide the Supplier with a requirement list/specification and an itemised quote would be provided by the Supplier with estimated hours per task or project. The Supplier would also provide guidance or suggestions on improvements where requested. Third parties maybe from time to time required to deliver project work. The Supplier would provide a best practice procedure for publishing code from other parties.

Project work can be delivered from the allocation of support hours contracted if requested by the client.

#### **6. Contract Duration**

The Contract shall commence on date of acceptance of the Statement of Work by both the Supplier and the Client shall continue indefinitely until terminated by either the Supplier or the Client.

#### **7. Exclusions**

The Supplier Warranty does not provide support for any problems or errors arising with, or caused by:

7.1. Restoration of the site that has been the victim of vandalism through, for example, hacking if the site is not hosted with The Supplier.

7.2. Third party software (which has not been suggested/implemented by The Supplier) causing errors or issues with the site. This will include errors caused by changes to the Client's XML feeds to Media providers if changed and not documented by the Supplier and Client.

7.3. Implemented and signed off code from other Suppliers that have been published for Project Work.

## **8. Data Protection**

Both parties shall be registered under the Data Protection Act ("DPA") and both parties will duly observe all their obligations under both DPA and GDPR which arise in connection with the agreement.

All data collected via the Client's products must be kept safe and secure by The Supplier.

All data collected via the Client's products (including product performance data i.e. Google Analytics) is the property of The Client. Access to this data is limited to The Supplier and should not be sent to a 3rd party.

## **9. Intellectual Property Rights**

Ownership of copyright and all other intellectual property rights of the Products, commissioned to the Supplier by the Client, is the property of the Client.

All assets (i.e. logos, images, designs) licensed to the Supplier for the creation of the Client's Products is the property of The Client.

For the avoidance of doubt all user data generated by operation of the Products including user names and personal data, pictures and any analytic data collected through usage of the sites shall be the sole property of the Client. Except for the purposes of fulfilling its obligations the Supplier shall have no right or title over them.

## **10. Payment and Cancellation terms**

For project work the following payment terms will be used after receiving a signed agreement / scope of work and or a client PO.

50% upon signing of the contract.

40% stage payment after agreed 1<sup>st</sup> phase of delivery

10% on completion and release of the product.

Either of the parties to this agreement shall be entitled to terminate this agreement immediately by notice in writing to the other party if the other party commits any breach of any of the obligations under this agreement and shall fail to remedy such breach (if capable of remedy) within 120 days after being given written notice by the first party so to do.

Should the project be cancelled after confirmation and or issue of a Purchase Order and or signing of a contract. The client will be liable to pay for the work undertaken by the supplier.

## **11. Assignment**

The Supplier shall not assign, delegate, sub-contract or otherwise transfer any or all of the Clients rights and obligations under this agreement without the Client's prior written consent.

## 12. Confidentiality

In signing a Statement of Work, the Supplier agrees that all information and documents concerning the Client's business including, but not limited to, know-how, business plans, research, product plans, products, services, customer lists, markets, software, developments, specifications, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, technical information or other business information and other material bearing or incorporating any information relating to our business ("the Information") disclosed to the Supplier or that the Supplier becomes aware of in the course of fulfilling your obligations under this agreement shall be treated by the Supplier as confidential and you undertake as follows:

- (a) The Supplier will not without our prior written consent disclose or reveal the Information or any part thereof to any person other than those of the Supplier's employees who are directly concerned with the Project.
- (b) The Supplier will use their best endeavours to prevent the unauthorised publication or disclosure of the Information.
- (c) The Supplier will ensure that all employees involved with this project and who will/are given access to the Information will comply with the confidentiality and non-disclosure obligations contained herein and you will indemnify us against any loss or damage which we may sustain or incur as a result of any breach of confidence by any of the Supplier's employees.
- (d) The Supplier will not use the Information for any purpose other than for the Project.
- (e) The Supplier will ensure that any disks, CDs, DVDs or documents comprising the Information received by the Supplier will at all times be in the Supplier's possession or under the Supplier's control and the Supplier will return to the Client any such disks, CDs, DVDs or documents or copies thereof forthwith upon completion of the Project or at our prior request.
- (f) The Supplier acknowledges that the use or disclosure of the Information in a manner inconsistent with this agreement will cause the Client irreparable harm and that the Client will have the right to equitable and injunctive relief to prevent the unauthorised use or disclosure and to such damages as are occasioned by such unauthorised use or disclosure.
- (g) The Supplier will ensure their own internal procedures are secure and will ensure that confidential data in hardcopy is kept secure and safe and that only staff that have signed this confidentiality annexure have access to the data in any format.

Issued for and on behalf of Vocala Ltd.