

TERMS AND CONDITIONS FOR THE PROVISION OF WORKS

These terms and conditions are between the Client named in the Sales Order Form (the Client) and Connect Internet Solutions Ltd (a company registered in England, Registration number 04424350, VAT registration number: 758 2838 85), of (address and registered office) New Barratt House, 47 North John Street, Liverpool, L2 6SG (Connect) for the provision of Works.

1. Definitions

Agreement means these terms and conditions, the Sales Order Form(s) and the Proposal(s).

Audit means the inspection of the Target Site performed by Connect over an agreed time period (Audit Period) for the purpose and to the extent indicated in the Proposal and Sales Order

Commencement Date means the date on which the Client confirms the order or the Sales Order Form is signed by the Client

Contract Year means the twelve (12) month period during the term of the contract commencing on the Commencement Date and each anniversary thereof.

Contract Term means the period of time commencing on the Commencement Date until conclusion of the Agreement.

Data Controller means the party that determines the purposes and means of processing personal data (Client) as defined under GDPR.

Data Processor means the party that is responsible for processing personal data on behalf of the Data Controller (Connect) as defined under GDPR.

Intellectual Property Rights means any patents, registered designs, trademarks and service marks (whether registered or not), and applications for any of the foregoing, copyright, know-how, confidential information, moral rights, rights in and to databases and all similar and/or analogous rights subsisting at any time in any part of the world.

Price means the charges for the Works as set out in the Sales Order Form and the Proposal

Sales Order Form means the order form which sets out the client details and the Price

Software means the software specially commissioned by the Client as part of the Works as detailed in the Proposal

Target Site means the digital product or website to be audited by Connect as detailed in the Proposal

Users means the individuals who will/can use the Software and those who have previously used it

Works means the services to be performed by Connect as detailed in the Sales Order Form

Working Days means on any day except a Saturday, Sunday or statutory bank holiday between the hours of 9am and 5pm.

2. Formation of contract

All services provided by Connect are subject to these terms and conditions to the exclusion of any other terms and conditions contained or referred to in any communication by the Client. This Agreement shall contain the sole terms and conditions of the provision of any services by Connect.

3. Contract Duration

This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless and until terminated pursuant to Clause 12.

4. Connect's obligations

4.1 Connect hereby undertakes to:

- (i) deliver the Works
- (ii) design and develop the Software, as applicable
- (iii) comply with all applicable rules, regulations, codes of practice and laws relating in any way to the creation and design of the Software and Works; in accordance where relevant with the Proposal

5. Client obligations

5.1 During the continuance of the Agreement the Client undertakes to:

- (i) provide Connect promptly with any information and documentation which Connect may reasonably require from time to time to enable Connect to undertake the Works. The Client shall, for the purposes of the Agreement, afford to the authorised personnel of Connect during Working Days, full and safe access to its business premises and shall provide adequate free working space and such other facilities as may be necessary for the performance of the Works; and
- (ii) upon reasonable request from Connect co-operate with Connect's personnel in the diagnosis of any error or defect in the Works; and
- (iii) not create and/or introduce into the Software or Works any virus or other destructive or contaminating program; and
- (iv) use an up-to date-virus industry standard scanning program on all electronic materials prior to their being supplied to Connect and uploaded/downloaded through the Software and Works; and
- (v) not use the Works to receive, store, transmit, allow access to otherwise communicate, or reproduce any material including images which in the reasonable opinion of Connect are or are likely to be illegal, unlawful, or in breach of applicable regulations or any recognised industry standards and/or codes of conduct. Such materials including images will be by way of illustration and not by way of limitation, the following types of material:
 - (a) offensive, abusive, indecent, obscene, pornographic, defamatory, menacing or violent;
 - (b) the publication of which would be in breach of confidence and/or privacy;
 - (c) its publication would be an infringement of copyright, trademarks or any other intellectual property rights of any person; and
- (vi) request in writing permission from Connect at least seven days prior to instigating external penetration testing on any Connect-hosted site by providing the following information: service/site to be tested, date and time of scheduled penetration test, test duration, services and tools that will be used. Failure to do so may result in testing activity being blocked.
- (vii) indemnify Connect against any breach of copyright, trademarks or any other intellectual property arising from the use of materials supplied or introduced to the Works by the Client or their Users.

5.2 The Client undertakes not to change the Target Site in any way during the Audit Period. For the avoidance of doubt such changes include technical, hosting,

functional, data and content revisions removals and additions.

5.3 The Client acknowledges that the Audit Report reflects the Target Site as it was made available to Connect during the Audit Period only and any subsequent

changes to the Target Site will result in the Audit Report being deemed no longer valid. For the avoidance of doubt such changes include technical, functional,

data and content revisions removals and additions.

5.4 The Client undertakes to conduct user acceptance testing with reference to the Proposal and any subsequently agreed and documented specification within the 21 day calendar day period following the Works being made available for this purpose. The Client agrees that the Works will be deemed concluded and satisfactory after this 21 day period except for any issues agreed between the parties and arising from user acceptance testing undertaken within this period.

5.5 The Client acknowledges that should the Client at any time suspend delivery of the Works for a period in excess of 21 calendar days:

- (i) Connect has the right to recalculate the Price due for the portion of the Works outstanding; and
- (ii) The Client will pay the revised Price for the outstanding Works

6. Domain names

6.1 In the event the Works include the registration and or renewal of .gov.uk domain name(s) the Client authorises Connect to act as agent with the appropriate registration authorities. In so doing the Client agrees to the additional Terms set out in SCHEDULE 2 of this agreement.

6.2 In the event the Works include the registration and or renewal of domain name(s) not covered by 6.1 the Client authorises Connect to act as agent with the appropriate registration authorities. In so doing the Client recognises it is itself entering into a contract of domain name registration with the registration authority and agrees to their Terms and Conditions available for .uk domains on <http://www.nominet.uk/resources/policy/policies-rules/> for other domains on <http://www.totalregistrations.com/Terms.aspx>

7. Payment

7.1 The Client shall pay the Price for the Works in accordance with the payment mechanism set out in the Sales Order Form and the Proposal.

7.2 The Price shall be payable within 15 days of the date of Connect's invoice.

7.3 The Price is exclusive of Value Added Tax which shall also be paid by the Client.

- 7.4 Payments are to be made by the Client in pounds sterling, except if otherwise agreed by both parties in which case it is understood that prices expressed are converted on the basis of the official exchange rate at the date of signature of the Agreement. The client agrees to support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the Agreement.
- 7.5 Where the Price includes third party costs over which Connect has no control, the Client agrees to reimburse any loss incurred by Connect as a result of fluctuation in third party pricing until the complete performance of the Agreement.
- 7.6 Unless agreed otherwise prior to acceptance of this Sales Order the following **Payment Plan** applies: For Hosting/Support and Maintenance/Other recurrent services: 100% Annual Price due in advance; for Audits: 50% Price on placement of Order, 50% Price on conclusion of the Audit; for project Works: 20% Price on placement of Order, 20% Price on completion of Discovery phase, 40% Price on handover for user acceptance testing, 20% Price on conclusion of the Works; for the avoidance of doubt this includes Works deemed concluded in accordance with clause 5.4.
- 7.7 Hosting charges commence on Software go-live or 45 calendar days following the Software being made available for user acceptance testing, whichever is sooner.
- 7.8 Should the Client suspend performance of the Works at any point for a period in excess of 21 calendar days Connect is entitled to invoice the Client and to receive payment for any work undertaken by Connect up to the date of suspension whether or not this date is coincident with the applicable Payment Plan or any agreed payment milestones.
- 7.9 If any element of the Price payable under this Agreement is not paid by the Client within 7 days after the due date, Connect shall be entitled (without prejudice to any of its other rights) to charge interest at 4% above the base rate from time to time of Barclays Bank plc from the date of such notice until payment is made such interest accruing from day to day and being payable after as well as before any judgement.
- 7.10 Connect may suspend (without prejudice to its other rights and remedies) its performance of the Works whilst any monies due for payment by the Client are outstanding.
- 8. Intellectual Property Rights**
- 8.1 Save for licences expressly granted pursuant to Clause 9 neither party shall acquire any right, title or interest in or to the Intellectual Property Rights (whether pre-existing or created during the Works) of the other party or its licensors unless stated otherwise in the Sales Order Form.
- 8.2 The Client acknowledges that all Intellectual Property in the Works and the Software is owned and is the sole property of Connect.
- 8.3 Connect acknowledges that all Intellectual Property Rights in the content including all information and data published on any website which has been developed by Connect as part of the Works will be the sole property of the Client.
- 8.4 The Client will allow Connect to use its name solely for advertising and reference purposes.
- 9. Licence and assignment**
- 9.1 Connect shall, where applicable, grant to the Client (or procure that there is granted to the Client) a non-exclusive, non-transferable, non-sublicensable perpetual licence to use the Software, excluding open source software, third party software and commercial software that may be incorporated into the Works.
- 10. Warranties**
- 10.1 Connect warrants to the Client that the Work shall be performed with reasonable skill and care and in compliance with all applicable laws, enactments, orders, regulations and other similar instruments in force from time to time.
- 10.2 Connect does not warrant that the operation of the Software and Works will be uninterrupted or error free.
- 10.3 Connect will address errors in the Works excluding any third party components provided such errors are agreed between the parties as a non-compliance with the Proposal and any subsequent agreed and documented specification and provided such errors are reported in the specified way by the Client within 45 calendar days of the Software being delivered to the client for acceptance testing.
- 10.4 Except as expressly set out in the terms all conditions, terms, warranties, undertakings and obligations express or implied by statute (including without limitation, those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to Connect)), common law, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded.
- 11. Limitation of liability**
- 11.1 Connect is not and will not be liable to the Client for any loss of profits; loss of business; loss of use; loss of data; loss of revenue; loss of goodwill; incidental loss; special loss; punitive or consequential loss or damages or indirect loss incurred as a result of or in connection with the Agreement, whether arising in the law of contract, tort or otherwise and notwithstanding that such loss was foreseeable at the date of this Agreement.
- 11.2 Nothing in the Agreement excludes or limits the liability of either party for death or personal injury caused by its negligence or for fraud.
- 11.3 Other than in respect of clause 11.2 and subject to clause 11.1 Connect's maximum aggregate liability in contract, tort, negligence or otherwise arising out of or in connect with this Agreement will not in any Contract Year during the Contract Term exceed the total of all charges payable or paid in that Contract Year.
- 12. Termination**
- 12.1 Either party may terminate the Agreement forthwith in the event that:
- (i) the other is in material breach of the Agreement provided such breach (where capable of remedy) has not been remedied within 30 (thirty) days of receipt of written notice from the terminating party specifying the breach and requiring its remedy.
- (ii) the other party passes a resolution, or the court makes an order, that such other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof, or circumstances arise which entitle the court, otherwise than for the purpose of a bona fide reconstruction or amalgamation, to make a winding up order.
- 12.2 Connect may terminate this Agreement if the Client is subject to a change in control (as defined by section 416 of the Income and Corporation Taxes Act 1988).
- 12.3 Either party may terminate the Agreement in its sole discretion by giving the other 60 days written notice to take effect on the anniversary of the Commencement Date. Should the Client fail to issue notice compliant with this clause 12.3 100% of the Annual Price applicable immediately following the next Anniversary Date will continue to be due.
- 13. Effects of termination**
- 13.1 On the expiration or termination of this Agreement howsoever caused:
- (i) all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration or termination;
- (ii) the Client shall pay Connect for all unpaid charges and reimburse expenses accrued up to the date of expiration or termination
- 14. Confidentiality**
- 14.1 Subject to clauses 14.2 and 14.3 and save as otherwise expressly provided in this Agreement, neither party hereto shall during the life of the Agreement or thereafter disclose to any person or use for any purpose any information of a confidential nature obtained by it (the "Recipient Party") from the other (the "Disclosing Party") in connection with this Agreement but the Recipient Party may: (i) disclose any such information to such of its representatives who require such disclosure where bona fide necessary for the proper performance of their duties provided that the Recipient Party has given any such representative prior written instruction as to the restrictions on use and disclosure contained in this Agreement (ii) use such information in the proper exercise of its rights and the performance of its obligations under this Agreement
- 14.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use by representatives of information received from the Disclosing Party.
- 14.3 The restrictions on use and disclosure of information under clause 14.1 shall not apply to any information which the Recipient Party can prove:
- (i) was already known to it prior to its receipt thereof from the Disclosing Party; or
- (ii) was subsequently disclosed to it lawfully by a third party who did not obtain the same, (whether directly or indirectly) from the Disclosing Party; or
- (iii) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provision of this clause 14 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or
- (iv) it is required to disclose by law, regulation or order.
- 15. Data Protection**

- 15.1 The provisions of this Clause 15 shall apply during the Contract Term and for such time as Connect holds Personal Data on behalf on the Client.
- 15.2 The Client is acting as Data Controller as defined under GDPR.
- 15.3 The Client agrees to clearly and fully specify in writing prior to commencement of the service the subject matter of the processing, types of personal data, duration and the nature and purpose of the data processing and to notify Connect giving reasonable notice of any changes.
- 15.4 Connect is acting as Data Processor as defined under GDPR.
- 15.5 Connect shall (and shall procure that its staff) comply with any notification requirements under the GDPR and both Parties undertake to duly observe all their obligations under the GDPR which arise in connection with this Agreement.
- 15.6 Where Connect (Data Processor) processes Personal Data for the Client (Data Controller), Connect shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Client Personal Data (and to guard against unauthorised or unlawful Processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data) and:
- 15.6.1 provide the Client with such information as the Client may reasonably request to satisfy itself that Connect is complying with its obligations under the GDPR; and
- 15.6.2 in any breach of the security measures to be put in place pursuant to this clause
- 15.6.2.1 promptly notify the Client
- 15.6.2.2 execute promptly the mitigation and remedial measures to be put in place pursuant to this clause; and
- 15.6.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Client in breach of its obligations under GDPR or relevant legislation.
- 15.7 On termination of the service Connect will at the discretion of the Client destroy or return the personal data.
- 15.8 Both parties agree to cooperate with data protection authorities in the case of an investigation and to fully comply with reporting expectations under GDPR
- 16. Assignment and sub-contracting**
- 16.1 The Client shall not be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without Connect's prior written consent.
- 17. Notices**
- 17.1 All notices to be given under this Agreement shall be in writing in English and left at or sent by first class mail or fax to the appropriate address shown at the head of this Agreement or left at or sent to such other address as the party concerned may from time to time designate by notice pursuant hereto. Any such notice shall be deemed given:
- (i) at the time when the same is left at the addressee's address; or
- (ii) on the second Working Day after the same shall have been properly posted.
- 18. Waiver**
- 18.1 Failure by either party at any time to enforce the provision of this Agreement or to require performance by the other of any of the provision of this Agreement shall not be construed as a waiver of any such provision or its breach and shall not affect the validity of this Agreement or any part thereof or the right of such party to enforce any provision in accordance with its terms. Any waiver by either party must be in writing signed by a duly authorised signatory.
- 19. Entire agreement**
- 19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior communications, representations, warranties, stipulations, undertaking and agreements whether oral or written between the parties relating to such subject matter.
- 19.2 The Client acknowledges that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as set out in this Agreement. Nothing will operate to limit or exclude any liability for fraud.
- 20. Relationships**
- Nothing contained in this Agreement shall constitute a partnership or agency between any of the parties and neither party shall hold itself out as a partner or agent of the other party.
- 21. Force Majeure**
- Neither party shall be liable hereunder for delay to the extent it is due to events occurring outside its control provided the party relying on this clause immediately gives written notice to the other of the event and uses and continues to use all reasonable efforts to overcome the event and perform this Agreement. The party suffering the event shall have time for performance of its obligations extended by a period equal to the delay.
- 22. Variation**
- Any variation in this Agreement shall only be binding if it is recorded in a document signed by an authorised representative of each party.
- 23. Validity**
- Should any provision of this Agreement become void or otherwise unenforceable for any reason, the validity of the remaining provision shall not be affected thereby and the parties shall use their best endeavours to replace the provision which is void or unenforceable with a provision of similar economic effect.
- 24. Third Party Rights Act**
- A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 25. Law**
- This Agreement shall be governed and construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the English Courts in respect thereof.

TERMS AND CONDITIONS FOR HOSTING

These terms and conditions are between the client named in the Sales Order Form (**Client**) and Connect Internet Solutions Ltd (a company registered in England, Registration number 04424350, VAT registration number: 758 2838 85), of (address and registered office) New Barratt House, 47 North John Street, Liverpool, L2 6SG (**Connect**), for hosting services.

1. Definitions

Activities means any data, service, application or software on the servers as more fully detailed in the Sales Order and referenced Proposal and Schedule 1

Agreement means these terms and conditions, the Sales Order Form and the Proposal

Charges means the charges for the Services as set out in the Sales Order Form and the Proposal

Commencement Date means the date that Connect starts to host the Software

Contract Year means the 12 month period from the Commencement Date and each subsequent 12 month period as applicable

Data Controller means the party that determines the purposes and means of processing personal data (Client) as defined under GDPR.

Data Processor means the party that is responsible for processing personal data on behalf of the Data Controller (Connect) as defined under GDPR.

Location means Connect's premises or such other premises as the parties may agree from time to time

Maintenance means the hosting maintenance set out in the Proposal and in Schedule 1 to be provided by Connect to the Client pursuant to Clause 4

Personal Data means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier

Proposal means the proposal that details the hosting services to be provided

Sales Order Form means the order form which sets out the Client details and the Charges

Servers means any servers and other equipment physical or virtual described in the Sales Order and the Proposal which will be situated at the Location

Services means the hosting services and related Maintenance as set out in the Sales Order the Proposal and Schedule 1 to be provided by Connect to the Client pursuant to Clause 4

Software means the software to be hosted as set out in the Sales Order and the Proposal
Users means the individuals who will/can use the Activities and those who have previously used it

2. Formation of Contract

All services provided by Connect are subject to these terms and conditions to the exclusion of any other terms and conditions contained or referred to in any communication by the Customer. This Agreement shall contain the sole terms and conditions of the provision of any Services by Connect.

3. Duration

This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless and until terminated pursuant to Clause 11.

4. Hosting and Maintenance Services

4.1 Connect shall provide the Hosting and Maintenance Services in accordance with the Sales Order, the Proposal and Schedule 1. However, Connect do not warrant that the Services will be continuously available.

4.2 The Client indemnifies and agrees to hold harmless Connect against all actions, proceedings, claims, demands, damages, costs (including legal costs) and losses suffered or incurred by Connect directly or indirectly as a result of any content of or transaction via the Activities, any links to third party websites or as a result of the content of any materials or data updates provided by the Client or their Users

4.3 The Client may only use the Services as specifically detailed in the Sales Order and Proposal. If the Client wishes to use the Services in any alternative or additional manner they need to request such changes from Connect and comply with any additional terms and/or pay any additional charges due

4.4 The Client acknowledges that Connect do not monitor or control the Activities or contents of emails, messages, bulletin boards, or other items located or transmitted via the Internet.

4.5 Connect reserves the right but does not assume the obligation to inspect the Activities and the content and material of files, emails and posting to ascertain compliance with these terms or any laws, regulations or codes applicable to these terms. In the event of any breach or suspected breach of this Clause 4 and/or Clause 5 Connect will be entitled to suspend and/or terminate any or all of the Services.

4.6 In the event the Services interfere in any way with any other services that Connect operate Connect will be entitled to suspend and/or terminate any or all of the Services and/or the Agreement. The suspension or termination of the Services and/or the Agreement shall be without prejudice to any other rights either party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

5. Client's Obligations

5.1 During the continuance of the Agreement the Client shall:

(i) upon reasonable request from Connect co-operate with Connect's personnel in the diagnosis of any error or defect in the Activities; and
(ii) upon reasonable request from Connect make available to Connect's personnel free of charge all necessary information and assistance reasonably required by Connect's personnel to enable Connect to perform the Services; and
(iii) not use the Activities to receive, store, transmit, allow access to otherwise communicate, or reproduce any material including images which in the reasonable opinion of Connect are or are likely to be illegal, unlawful, or in breach of applicable regulations or any recognised industry standards and/or codes of conduct. Such materials including images will be by way of illustration and not by way of limitation, the following types of material:

(a) offensive, abusive, indecent, obscene, pornographic, defamatory, menacing or violent; and

(b) the publication of which would be in breach of confidence and/or privacy; and

(c) its publication would be an infringement of copyright, trademarks or any other intellectual property rights of any person

(iv) not create and/or introduce into the Service any virus, or other destructive or contaminating programme; and

(v) use an up to date virus scanning program on all electronic materials prior to their being supplied to Connect and uploaded/downloaded through the Activities; and

(vi) request in writing permission from Connect at least seven days prior to instigating external penetration testing on any Connect-hosted site by supplying the following information: service/site to be tested, date and time of scheduled penetration test, test duration, services and tools that will be used. Failure to do so may result in testing activity being blocked; and

(vii) on becoming aware of any security breach in relation to the Services or any security threat to the Services notify Connect immediately providing sufficient information to enable Connect to take appropriate action.

5.2 The Client acknowledges that should the Client suspend delivery of the Services at any point for a period in excess of 21 calendar days Connect has the right to

recalculate the Charges for the portion of the Services outstanding and that the Client will pay the revised Charges.

6. Servers and Software

6.1 The Client is responsible for ensuring that any physical servers, virtual servers and shared servers and any software included in the Services will adequately meet their needs and any assistance Connect give is without any liability.

6.2 In the event that Connect purchase any Servers or Software on behalf of the Client the Client will pay for such Servers and/or Software in advance. The Client will be responsible for obtaining any warranties in relation to the Servers and ensuring the Software is licensed to them on appropriate terms.

6.3 Connect shall effect and maintain insurance in relation to the physical Servers with a reputable insurance company and such insurance shall be in an amount equal to the replacement value of the Servers. Such insurance shall not be required to cover ordinary fair wear and tear and shall only be required for as long as the Servers remain at the Location.

7. Domain Names

7.1 In the event the Services include the registration and or renewal of **.gov.uk** domain name(s) the Client authorises Connect to act as agent with the appropriate registration authorities. In so doing the Client agrees to the additional Terms set out in SCHEDULE 2 of this Agreement.

7.2 In the event the Services include the registration and or renewal of domain name(s) not covered by 7.1 the Client authorises Connect to act as agent with the appropriate registration authorities. In so doing the Client recognises it is itself entering into a contract of domain name registration with the registration authority and agrees to their Terms and Conditions available for **.uk** domains on <http://www.nominet.uk/resources/policy/policies-rules/> for other domains on <http://www.totalregistrations.com/Terms.aspx>

8. Payment

8.1 The Client shall pay the Charges annually in advance at the rates as are set out in the Sales Order Form.

8.2 The Charges shall be payable by the Client within 15 days of the date of Connect's invoice.

8.3 The Charges are exclusive of Value Added Tax which shall also be paid by the Client.

8.4 Payments are to be made by the Client in pounds sterling, except if otherwise agreed by both parties in which case it is understood that prices expressed are converted on the basis of the official exchange rate at the date of signature of the Agreement. The client agrees to support any loss caused by a fluctuation of the exchange rate occurring until the complete performance of the Agreement.

8.5 Where the Charges includes third party costs over which Connect has no control, the Client agrees to reimburse any loss incurred by Connect as a result of fluctuation in third party pricing until the complete performance of the Agreement.

8.6 Unless agreed otherwise prior to acceptance of this Sales Order the following **Payment Plan** applies: 100% Annual Charges due in advance

8.7 Charges commence on hosting go-live or 7 calendar days following the system being made available for user acceptance testing, whichever is sooner.

8.8 Should the Client suspend performance of the Services at any point for a period in excess of 21 calendar days Connect is entitled to invoice the Client

and

to receive payment for any work undertaken by Connect up to the date of suspension whether or not this date is coincident with the applicable Payment Plan or any agreed payment milestones.

8.9 If any element of the Charges payable under this Agreement is not paid by the Client within 7 days after the due date, Connect shall be entitled (without prejudice to any of its other rights) to charge interest at 4% above the base rate from time to time of Barclays Bank plc from the date of such notice until payment is made such interest accruing from day to day and being payable after as well as before any judgement.

8.10 Connect may suspend (without prejudice to its other rights and remedies) its performance of the Services whilst any monies due for payment by the Client are outstanding.

9. Warranties and Indemnity

- 9.1 Connect warrants that the Services shall be provided using reasonable care and skill and in compliance with all applicable laws, enactments, orders, regulations and other similar instruments in force from time to time.
- 9.2 Connect will use reasonable endeavours to provide any Internet presence included in the Services continuously but Connect do not warrant or represent that it can do so since neither Connect nor any other party has any control over the Internet. Connect will not be liable for its failure to continuously provide such Services.
- 9.3 The Client must accept the Services “as is” and “as available” and except as set out in Clause 9.1 all warranties whether express or implied (including without limitation those of satisfactory quality, and fitness for purpose, even if that purpose is made known expressly or by implication to Connect) common laws, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded.
- 10. Limitation of Liability**
- 10.1 Connect is not liable and will not be liable under any circumstances, for any loss of profit; loss of use; loss of data; loss of revenue; any indirect, incidental, special, punitive or consequential loss or damages which the Client may incur as a result or in connection with this Agreement whether caused by Connect’s negligence, breach of contract or however caused notwithstanding that such loss was foreseeable at the date of this Agreement.
- 10.2 Nothing in the Agreement shall exclude any liability for fraud or any death or physical injury to persons arising from negligence of its employees, subcontractors and agents.
- 10.3 Except where liability arises under Clause 10.2 and subject to Clause 10.1, Connect’s entire liability for any claim made in respect of or in connection with the Agreement, whether in contract, tort (including negligence), or under statute and howsoever and whenever arising, will not in any Contract Year during the Contract Term exceed the total of charges payable or paid in that Contract Year.
- 11. Termination**
- 11.1 Each party may at any time by notice in writing terminate the Agreement as from the date of service of such notice if:
- (i) the other party passes a resolution, or the Court makes an order that such other party be wound up otherwise than for the purposes of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of such other party, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purposes of a bona fide reconstruction or amalgamation to make a winding up order, or such other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any similar events occurs under the laws of any other jurisdiction; or
 - (ii) the other party is in material breach of the Agreement provided such breach (where capable of remedy) has not been remedied within thirty (30) days of written notice to such other party specifying the breach and requiring its remedy.
- 11.2 Connect may terminate this Agreement if the Client is subject to a change in control (as defined in section 416 Income and Corporation Taxes Act 1988).
- 11.3 Each party may terminate the Agreement in its sole discretion by giving the other 60 days written notice such notice to take effect on an anniversary of the Commencement Date. Should the Client fail to issue notice compliant with this clause 11.3 100% of the Annual Charges applicable immediately following the next Anniversary Date will continue to be due.
- 12. Effect of Termination**
- On expiration or termination of the Agreement howsoever caused:
- (i) all rights and obligations of the parties under the Agreement shall automatically terminate except for such rights of action as shall have accrued prior thereto any obligations which expressly or by implication are intended to come into or continue in force on or after such expiration or termination
 - (ii) the Client shall pay Connect for all unpaid charges and reimburse expenses accrued up to the date of expiration or termination
- 13. Confidentiality**
- 13.1 Subject to Clauses 13.2 and 13.3 and save as otherwise expressly provided in this Agreement, neither party hereto shall during the life of this Agreement or thereafter disclosure to any person or use for any purpose any information of a confidential nature obtained by it (Recipient Party) from the other (Disclosing Party) in connection with this Agreement but the Recipient Party may:
- (i) disclose any such information to such of its representatives who require such disclosure where bona fide necessary for the proper performance of their duties provided that the Recipient Party has given any such representative prior written instruction as to the restrictions on use and disclosure contained in the Agreement;
 - (ii) use such information in the proper exercise of its rights and the performance of its obligation under this Agreement.
- 13.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use by representatives of information received from the Disclosing Party.
- 13.3 The restrictions on use and disclosure of information under Clause 13.1 shall not apply to any information which the Recipient Party can prove:
- (i) was already known to it prior to its receipt thereof from the Disclosing Party; or
 - (ii) was subsequently disclosed to it lawfully by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party; or
 - (iii) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this Clause 13 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or
 - (iv) it is required to disclose by law, regulation or order.
- 14. Data Protection**
- 14.1 The provisions of this Clause 14 shall apply during the Term and for such time as Connect holds Personal Data on behalf on the Client.
- 14.2 The Client is acting as Data Controller.
- 14.3 The Client agrees to clearly and fully specify in writing prior to commencement of the service the subject matter of the processing, types of personal data, duration and the nature and purpose of the data processing and to notify Connect giving reasonable notice of any changes.
- 14.4 Connect is acting as Data Processor.
- 14.5 Connect shall (and shall procure that its staff) comply with any notification requirements under the GDPR and both Parties undertake to duly observe all their obligations under the GDPR which arise in connection with this Agreement.
- 14.6 Where Connect (Data Processor) processes Personal Data for the Client (Data Controller), Connect shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Client Personal Data (and to guard against unauthorised or unlawful Processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data) and:
- 14.6.1 provide the Client with such information as the Client may reasonably request to satisfy itself that Connect is complying with its obligations under the GDPR; and
- 14.6.2 in any breach of the security measures to be put in place pursuant to this clause
- 14.6.2.1 promptly notify the Client
- 14.6.2.2 execute promptly the mitigation and remedial measures to be put in place pursuant to this clause; and
- 14.6.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Client in breach of its obligations under GDPR or relevant legislation.
- 14.7 On termination of the Services Connect will at the discretion of the Client destroy or return the personal data.
- 14.8 Both parties agree to cooperate with data protection authorities in the case of an investigation and to fully comply with reporting expectations under GDPR
- 15. Intellectual Property Rights**
- 15.1 Neither party shall acquire any right, title or interest in or to the Intellectual Property Rights (whether pre-existing or created during the Services) of the other party or its licensors unless stated otherwise in the Sales Order Form.
- 15.4 The Client will allow Connect to use its name solely for advertising and reference purposes.
- 16. Assignment and Sub-contracting**
- The Client shall not be entitled to assign, transfer or sub-contract any of its rights or obligations under this Agreement without Connect’s prior written consent.
- 17. Notices**
- All notices to be given under this Agreement shall be in writing in English and left at or sent by first class mail or fax to the appropriate address shown at the head of this Agreement or left at or sent to such other address as the party concerned may from time to time designate by notice pursuant hereto. Any such notice shall be deemed given:

- (i) at the time when the same is left at the addressee's address; or
(ii) on the second Working Day after the same shall have been properly posted; or

18. Waiver

Failure by either party at any time to enforce the provisions of this Agreement or to require performance by the other of any of the provisions of this Agreement shall not be construed as a waiver of any such provision or its breach and shall not affect the validity of this Agreement or any part thereof or the right of such party to enforce any provision in accordance with its terms. Any waiver by either party must be in writing signed by a duly authorised signatory.

19. Entire Agreement

19.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties relating to such subject matter.

19.2 The Client acknowledges that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as set out in this Agreement. Nothing will operate to limit or exclude any liability for fraud.

20. Relationships

Nothing contained in this Agreement shall constitute a partnership or agency between any of the parties and neither party shall hold itself out as a partner or agent of the other party.

21. Force Majeure

Neither party shall be liable hereunder for delay to the extent it is due to events occurring outside its control provided the party relying on this clause immediately gives notice to the other of the event and uses and continues to use all reasonable efforts to overcome the event and perform this Agreement. The party suffering the event shall have its time for performance of its obligations extended by a period equal to the delay.

22. Variation

Any variation in this Agreement shall only be binding if it is recorded in a document signed by an authorised representative of each party.

23. Validity

Should any provision of this Agreement become void or otherwise unenforceable for any reason, the validity of the remaining provision shall not be affected thereby and the parties shall use their best endeavours to replace the provision which is void or unenforceable with a provision of similar economic effect.

24. Third Party Rights Act

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25. Law

This Agreement shall be governed and construed in accordance with the laws of England and each party submits to the exclusive jurisdiction of the English Courts in respect thereof.

SCHEDULE 1 – HOSTING & MAINTENANCE SERVICES INFORMATION (APPENDIX H)

This Schedule describes the ongoing management of hosting and related services from Connect and your (Client) responsibilities in this respect.

1. HOSTING SERVICES GENERAL

This section applies to both Fully Managed Hosting (Sect. 2) and Mix-Managed Hosting services (Sect. 3).

1.1 MAINTENANCE WINDOW

We endeavour to maintain a reliable and secure environment for your website 24 x 7. To do so requires us to perform regular maintenance on both our hosting infrastructure and your website.

Maintenance normally takes place 4pm – 6 pm on the third Tuesday of every month.

Occasionally, maintenance may need to be scheduled at alternative times in which case you will be notified in advance.

Critical security-related software updates normally take place within 48 hours of release.

Scheduled maintenance is outwith any SLA that may be in place.

1.2 ISSUES AND REQUESTS

1.2.1 HOSTING HELPDESK

If you identify an issue affecting the hosting of your website, please report it via our Helpdesk.

Contact the Hosting Helpdesk

Email: info@connectinternetsolutions.com using the subject "Hosting Issue"

This email is staffed during working hours.

Telephone: 0151 282 4321 9.00 – 5.00pm business days

24x7 On-call Support: *If you have purchased the on-call option, please see separate information on how to access help outside of business hours.*

You may also use the Hosting Helpdesk to make requests for additional resources or other hosting services.

1.2.2 RESPONSE TIMES

We work to the following target response and resolution times for hosting support requests during supported hours:

Priority Level	Response Time (8am-6pm M-F ex. bank hols)	Target resolution time
Priority 1 – Emergency Complete loss of an entire service for all users, or severe degradation resulting in inability to function	<= 30 mins	<= 1 hour
Priority 2 - Urgent Site functioning improperly resulting in some loss of service/system failure removing service from a number of users	<= 1 hour	<= 4 hours
Priority 3 – Non-Critical Site functioning at less than optimal performance/system problem impacting but not removing service, resolve minor bugs/site errors	<= 2 hours	<= 4 days
RFC (Requests for Change)	<= 4 hours	<= 10 days
Exclusions To achieve the target times above, Connect may need to work closely with appropriate members of your team who will need to be available and able to assist in a timely manner.		

- The target times above will not apply where it is necessary to engage with third parties over whom Connect has no control or where response to a security threat or malicious activity is necessary.

1.2.3 ADDITIONAL CHARGES

Additional charges may apply, as shown below.

HOSTING ISSUE	RESOLUTION £ ex VAT
Site unavailable/partially unavailable	Free of charge except where the issue has arisen as a result of an action or omission of the client, their user(s) or a third-party, then: £33* per 20 mins
CMS unavailable/partially unavailable	
Server/CMS restart	
Reduced speed of performance	
Software error	
Site/files restore	£33* per 20 mins
Database/CMS repair/clearance	
*Denial-of-Service Attack	
*Site defaced	
*Suspected security/data breach	
General remediation	

HOSTING HELP REQUESTS	RESOLUTION £ ex VAT
Forgotten CMS credentials	Free of charge
IP whitelisting/blacklisting	
Firewall change (single)	£33* per 20 mins
Redirects	
DNS change(s)	
Evaluation of (alternative) software	
Software/plugin addition/change(s) <i>additional charges may apply subject to vendor.</i>	
Information, guidance and user assistance	
VPN setup/change(s)	<i>Subject to scope</i>
Encryption implementation & support	<i>Subject to scope</i>
On-request penetration testing & remediation	<i>Subject to scope</i>
Domain (re-)registration	<i>Subject to no. yrs & period</i>
Secure Certificate (re-)registration	<i>Subject to vendor</i>
Load testing	<i>Subject to scope</i>
Third party penetration test support, review, response or remediation	<i>Subject to scope</i>

If you have a Support & Maintenance contract in place with Connect, this work may be delivered at a reduced rate through your contract via Support Requests, providing sufficient contract time remains.

RESOURCE SCALING	£ per unit, per month ex VAT
Additional RAM (per GByte)	£5
Additional 2 vCPU	£10
Additional storage (per GByte)	£0.20 per GB per month
Additional 1 GiB p.d bandwidth	£20
Additional security e.g. encryption	<i>Subject to requirements</i>

1.3 ^SECURITY

On becoming aware of a potential security issue or risk to or from your site/server, Connect will immediately attempt remediation or take your site/server down whilst remediation is sought. In either case, Connect may act unilaterally and without delay in the interests of data security and thereafter will work with you to reinstate the service promptly and safely. Where remediation is necessary, costs will apply.

Handling of external security threats and third party malicious activity is outwith any SLA that may be in place.

1.4 PENETRATION TESTING

We understand you may wish to commission third parties to undertake penetration testing on your website or server, hosted at Connect. To prevent Connect from blocking testing activity, you will:

- Notify Connect at least seven days prior to any planned external penetration testing on any Connect-hosted service
- Include the following information with the notification:
 - Full URL of service/site to be tested
 - Date and time of scheduled penetration test
 - Expected test duration
 - Services and tools that will be used
 - Name and appropriate contact details of the organisation conducting the testing.

Note that failure to do so is likely to result in the testing activity being blocked by Connect.

Any impact on service resulting from external penetration testing is outwith any SLA that may be in place.

Any work/time required from Connect to support a third-party penetration test is chargeable.

Connect reserves the right to block testing activity where that activity constitutes a threat to the quality of service of other Clients of Connect.

1.5 APPROPRIATE USE

This service is made available on the understanding that you will:

- not create and/or introduce into the software/hosting environment any virus or other destructive or contaminating program; and

- (ii) undertake to use an up-to date-virus industry standard scanning program on all electronic materials prior to their being supplied to Connect and uploaded/downloaded; and
- (iii) not use the service to receive, store, transmit, allow access to otherwise communicate, or reproduce any material including images which in the reasonable opinion of Connect are or are likely to be illegal, unlawful, or in breach of applicable regulations or any recognised industry standards and/or codes of conduct. Such materials including images will be by way of illustration and not by way of limitation, the following types of material:
 - (a) offensive, abusive, indecent, obscene, pornographic, defamatory, menacing or violent;
 - (b) the publication of which would be in breach of confidence and/or privacy;
 - (c) its publication would be an infringement of copyright, trademarks or any other intellectual property rights of any person; and
- (iv) indemnify Connect against any breach of copyright, trademarks or any other intellectual property arising from the use of materials supplied or introduced to the service by the Client, anyone engaged or authorised by the Client to use the services; and
- (v) notify Connect at least seven days prior to external penetration testing on any Connect-hosted site, the notification to take the format stated in 1.4.

2. FULLY MANAGED HOSTING

Our Fully Managed Hosting service gives you the comfort of knowing that your website software and its operating environment are fully maintained and updated by Connect as part of a regular maintenance regime. Regular maintenance is the best way to minimise security vulnerabilities.

The Software Update Protocol in 2.2. contains the guidance you must follow to enable Connect to safely maintain your website within a Fully Managed service.

2.1 SOFTWARE UPDATES

- (i) Connect will perform software updates & upgrades as in the table below.

FOC = Free of charge, i.e. included in the annual hosting fee.

OPERATING SYS	Security updates	General updates	Version upgrades ¹	Remediations [*]
Linux	Yes - FOC [§]	Yes - FOC [§]	Yes - FOC [§]	Chargeable [^]
Windows 2012+	Yes - FOC [§]	Yes - FOC [§]	Yes - FOC [§]	Chargeable [^]

CMS	Security updates	General updates	Version upgrades ¹	Remediations [*]
WordPress & plugins	Yes - FOC [§] <i>Typically within 48 hrs</i>	Yes - FOC [§] <i>Typically weekly</i>	Yes - FOC [§] <i>Typically weekly</i>	Chargeable [^]
Umbraco 10+	Yes - FOC [§] <i>Typically within 48 hrs</i>	Yes (minor) - FOC [§] <i>Typically monthly</i>	Chargeable [^]	Chargeable [^]
Umbraco 8 & below	Yes, if available	Chargeable [^]	Chargeable [^]	Chargeable [^]
Umbraco packages	Yes - FOC [§] <i>Typically within 48 hrs</i>	Chargeable [^]	Chargeable [^]	Chargeable [^]
Other	<i>Subject to requirements</i>			

DATABASE	Security updates	General updates	Version upgrades ¹	Remediations [*]
MySQL (MariaDB)	Yes - FOC [§]	Yes - FOC [§]	LTS ⁷ versions FOC [§]	Chargeable [^]
SQL server	Yes - FOC [§]	Yes - FOC [§]	Yes - FOC [§]	Chargeable [^]
Other	Chargeable [^]	Chargeable [^]	Chargeable [^]	Chargeable [^]

SCRIPT. LANGS	Security updates	Minor updates	Major upgrades ¹	Remediations [*]
PHP v8.0+	Yes - FOC [§]	Yes - FOC [§]	Yes - FOC [§]	Chargeable [^]

[§]**Vendor licensing charges.** Normally, updates and upgrades are distributed free of charge from the software vendor. In the unlikely event that this is not the case, Connect will advise you of any relevant charges due, prior to application. Similarly, should a vendor raise the cost of a paid license, Connect will inform you immediately and raise the (annual) hosting cost accordingly.

¹**Version upgrades.** Where version upgrades are stated as Free of charge (FOC) it is assumed that the upgrade is between two consecutive, stable versions. Upgrades across multiple versions or involving historic versions will be chargeable.

Post-update remediation. Most software updates and upgrades provided by vendors are straightforward and should not 'break' your website or introduce errors. However, occasionally, following an update or upgrade, your site may experience consequential issues, most often due to custom code used within your site or compatibility issues between modules. If issues do arise, any work Connect is required to do to remediate your website will be chargeable.

If your site becomes unavailable following maintenance performed by Connect, Connect will temporarily roll back your site free-of-charge whilst we discuss with you what's required, any remediation costs due and the timescale by when remediation should be completed. This temporary roll-back will allow your website to continue to operate whilst work to ensure your site is update-compatible takes place.

[^]**Chargeable.** Where updates or upgrades are shown as Chargeable, no maintenance will be performed until costs for the work have been agreed with you @£99 p.h.

⁷**LTS** Some software releases are designated by the vendor as having Long-Term Support available (LTS). These releases have patches and updates available over a longer period of time than for other releases.

- (ii) Whilst Connect endeavours to apply updates as indicated above, occasionally it may not be possible to perform an update/upgrade due to software dependencies. You will be advised if this is the case.

2.2 SOFTWARE UPDATE PROTOCOL for FULLY MANAGED HOSTING

This protocol applies in full and for the duration of your hosting term.

- a) In purchasing a Managed Hosting Service, all software installations, updates and upgrades for your website and server will be performed by Connect; section 2.1. lists the updates that will be performed by Connect. You agree that you will not install, update or upgrade the website and/or server software.
- b) Connect requires that all software versions running on your website are **vendor-supported versions**, i.e. security updates are distributed and ongoing. You agree to assist Connect in fulfilling this requirement by providing support and decision-making to Connect promptly, as may be required from time to time, to enable Connect to perform timely updates; software that is end-of-life (EOL) **cannot** be hosted at Connect, except by prior agreement, and may be uninstalled by Connect without notice.
- c) At your request, Connect may install and maintain other software not listed in 2.1., providing it is compatible with the existing service and this protocol.
- d) If your service includes an SFTP account, this may only be used for the purpose for which it is provided. Access to SFTP will normally be disabled by default and enabled only when required, in the interests of security.
- e) If you have a caching service in place that is not provided by Connect, you agree to supply Connect with the API for the service in order for Connect to perform software updates and any other changes you may request to your website.

3. MIX-MANAGED WORDPRESS HOSTING

Mix-Managed Hosting provides many of the benefits of a fully managed service whilst also giving you the added flexibility to make changes to your WordPress plugin set yourselves.

You will have enhanced access to your CMS from where you may update/change/add/remove plugins.

MIX-MANAGED HOSTING IS ONLY AVAILABLE WITH WEBSITES THAT USE WORDPRESS CMS.

The Software Update Protocol in 3.2. contains the guidance you will need to follow to ensure your website is safely maintained in a Mix-Managed service.

3.1 SOFTWARE UPDATES

- (i) Connect will perform software updates & upgrades as in the table below.

FOC = Free of charge, i.e. included in the annual hosting fee.

OPERATING SYS	Security updates	General updates	Version upgrades ¹	Remediations [*]
Linux	Yes - FOC [§]	Yes - FOC [§]	Yes - FOC [§]	Chargeable [^]

CMS	Security updates	General updates	Version upgrades ¹	Remediations [*]
WordPress & plugins	Yes - FOC [§] <i>Typically within 48 hrs</i>	Yes - FOC [§] <i>Typically weekly</i>	Yes - FOC [§] <i>Typically weekly</i>	Chargeable [^]
WordPress Plugins	Plugins may also be added, removed and maintained by the client; please see section 3.2. for important information.			
Other	Subject to requirements			

DATABASE	Security updates	General updates	Version upgrades ¹	Remediations [*]
MySQL (MariaDB)	Yes - FOC [§]	Yes - FOC [§]	LTS [?] versions FOC [§]	Chargeable
Other	Chargeable [^]	Chargeable [^]	Chargeable [^]	Chargeable [^]

SCRIPT. LANGS	Security updates	Minor updates	Major upgrades ¹	Remediations [*]
PHP v8.0+	Yes - FOC [§]	Yes - FOC [§]	Chargeable [^]	Chargeable [^]

[§]**Vendor licensing charges.** Normally, updates and upgrades are distributed free of charge from the software vendor. In the unlikely event that this is not the case, Connect will advise you of any relevant charges due, prior to application. Similarly, should a vendor raise the cost of a paid license, Connect will inform you immediately and raise the (annual) hosting cost accordingly.

¹**Version upgrades.** Where version upgrades are stated as Free of charge (FOC) it is assumed that the upgrade is between two consecutive, stable versions. Upgrades across multiple versions or involving historic versions will be chargeable.

^{*}**Post-update remediation.** Most software updates and upgrades provided by vendors are straightforward and should not 'break' your website or introduce errors. However, occasionally, following an update/upgrade, your site may experience consequential issues, most often due to custom code used within your site or compatibility issues between modules. If this happens, any work Connect is required to do to remediate your website will be chargeable.

If your site becomes unavailable following maintenance performed by Connect, Connect will *temporarily* roll back your site free-of-charge whilst we discuss with you what's required, any remediation costs due and the timescale by when remediation should be completed. This temporary roll-back will allow your website to continue to operate whilst work to ensure your site is update-compatible takes place.

If the site becomes unavailable following maintenance performed by the client, any work Connect is required to perform to remediate the site is chargeable.

[^]**Chargeable.** Where updates or upgrades are shown as Chargeable, no maintenance will be performed until costs for the work have been agreed with you @£99 p.h. or via a Software Support agreement.

[?]**LTS** – Some software releases are designated by the vendor as having Long-Term Support available (LTS). These releases have patches and updates available over a longer period of time than for other releases.

- (ii) Whilst Connect endeavours to apply updates as indicated above, occasionally it may not be possible to perform an update/upgrade due to software dependencies. You will be advised if this is the case.

3.2 SOFTWARE UPDATE PROTOCOL for MIX-MANAGED HOSTING

This protocol applies in full and for the duration of your hosting term.

- a) You agree to provide whatever support and decision-making is needed promptly, to enable Connect to perform the maintenance regime described above in a timely manner.
- b) At your request, Connect may install other software not listed in 3.1. providing it is compatible with the existing service.
- c) You may update WordPress plugins, should you wish to, provided you give advance notice to Connect of your intention; you should not perform any software changes in contradiction to notifications from Connect.
- d) Aside from WordPress plugins, no software should be updated by yourselves.
- e) You must **not** perform any installs or updates/upgrades during Connect's own regular maintenance window (see Section 1.1)
- f) When installing/maintaining plugins, you must ensure that all software versions running on your website are **vendor-supported**, i.e. security updates continue to be issued by the software vendor on an ongoing basis.
- g) Software that is end-of-life (EOL) **may not** be run on your website; software that is EOL **cannot** be hosted at Connect, except by prior agreement, and may be uninstalled by Connect without notice.
- h) If Connect provides software development for your website, please be aware that we host two further copies of your website – DEV and UAT – used for controlled deployment. These need to be kept in sync with the live site. Work performed by Connect to ensure these three environments remain consistent, following any software installations and/or updates performed by yourselves, is chargeable.
- i) If your service includes an SFTP account, this may only be used for the purpose for which it is provided. Access to SFTP will normally be disabled by default and enabled only whilst it is required to maximise security.
- j) If you have a caching service in place that is not provided by Connect, you agree to supply Connect with the API for the service in order for Connect to perform software updates and any other changes you may request to your website.

4. MIX-MANAGED WORDPRESS HOSTING

Our Remote CMS Maintenance Service is available for customers whose websites are **NOT HOSTED** at Connect, but who wish their website to be regularly maintained by Connect.

THIS IS A CHARGED-FOR SERVICE.

Our remote service will keep your CMS and plugins/modules updated as part of a regular regime.

This Section describes the ongoing management of your Remote CMS Maintenance Service with Connect and your responsibilities in this respect. Preceding sections do not apply.

Remote Maintenance Services are only available for websites not hosted at Connect.

The Software Update Protocol in 4.5 contains the guidance you will need to follow to enable your website to be safely maintained.

Please note this service will **not** update any other software installed at your host, such as operating system or databases, which remain the responsibility of your hosting provider.

4.1 MAINTENANCE WINDOW

Ongoing maintenance of your website by Connect will typically be performed during a regular maintenance window. Normally, this is between 4pm – 6pm on the third Tuesday of every month.

Occasionally, maintenance may need to be scheduled at alternative times in which case you will be notified in advance.

Critical security-related software updates normally take place within 48 hours of release.

4.2 ISSUES AND REQUESTS

4.2.1 GETTING HELP

If you identify any issue affecting your website, it is important that you contact the appropriate supplier, as follows:

For issues with **HOSTING, EMAIL SERVICES OR WEBSITE AVAILABILITY... CONTACT YOUR HOSTING PROVIDER.**

Note: Connect does not host your site, therefore we cannot resolve issues relating to the hosting service which is provided by your (separate) supplier.

For issues relating to pages on your website or your CMS...

Please contact us via your Support & Maintenance Service

As your website is not hosted at Connect, please be aware that this will inevitably restrict the scope of support that Connect is able to offer.

4.3 SOFTWARE UPDATES

4.3.1 CMS SOFTWARE

- (i) Connect will apply CMS software updates remotely to your hosted environment, as indicated below. **Non-CMS updates & upgrades are the responsibility of your hosting provider.**

FOC^a = Free of charge, i.e. included in your annual remote maintenance fee.

CMS	Security updates	General updates	Version upgrades ¹	Remediations [*]
WordPress & plugins	Yes - FOC ^a <i>Typically within 48 hrs</i>	Yes - FOC ^a <i>Typically weekly</i>	Yes - FOC ^a <i>Typically weekly</i>	Chargeable [*]
Umbraco 10+	Chargeable [*]	Chargeable [*]	Chargeable [*]	Chargeable [*]
Umbraco 8 & below	Chargeable [*]	Chargeable [*]	Chargeable [*]	Chargeable [*]
Other	Chargeable [*]	Chargeable [*]	Chargeable [*]	Chargeable [*]

¹**Version upgrades.** Where version upgrades are stated as Free of charge (FOC) it is assumed that the upgrade is between two consecutive, stable versions. Upgrades across multiple versions or involving historic versions will be chargeable.

^a**Vendor charges.** Normally, updates and upgrades are distributed free of charge from the software vendor. In the unlikely event that this is not the case, Connect will advise you of any relevant charges due, prior to application.

'Post-update remediation. Most software updates and upgrades provided by vendors are straightforward and should not 'break' your website or introduce errors. However, occasionally, following an update or upgrade, your site may experience consequential issues, most often due to custom code used within your site or compatibility issues between modules. If issues do arise, any work Connect is required to do to remediate your website will be chargeable.

If your site becomes unavailable following maintenance performed by Connect, Connect will *temporarily* roll back your site free-of-charge whilst we discuss with you what's required, any remediation costs due and the timescale by when remediation should be completed. This temporary roll-back will allow your website to continue to operate whilst work to ensure your site is update-compatible takes place.

***Chargeable.** Where updates or upgrades are shown as Chargeable, no maintenance will be performed until costs for the work have been agreed with you @£99 p.h. or via a Software Support agreement.

- (ii) Whilst Connect endeavours to apply updates as indicated above, occasionally it may not be possible to perform an update or upgrade due to software dependencies. You will be advised if this is the case.

4.4 ADDITIONAL COSTS

ISSUE	RESOLUTION £ ex VAT
Hosting service support & liaison	£70* per 30 mins
CMS unavailability	
General remediation	

'If you have a Support & Maintenance contract in place with Connect, this work may be delivered at a reduced rate through your contract via Support Requests, providing sufficient contract time remains.

4.5 SOFTWARE UPDATE PROTOCOL for REMOTE MAINTENANCE

This protocol applies in full and for the duration of your remote maintenance contract.

- You must agree with Connect an appropriate method by which Connect may access your website to perform maintenance. Connect may require Administrator privileges on the hosting service to provide the required service.
- You are responsible for arranging technical access to the website for Connect and ensuring it remains available; without appropriate access, Connect will not be able to perform any maintenance on your site.
- If VPN is used it should be available to Connect 24x7 for the duration of the contract and the VPN should be capable of auto-restart.
- You (or your hosting provider) are responsible for installing and maintaining an appropriate, compatible and secure environment in which the website is hosted.
- You (or your hosting provider) are responsible for taking regular back-ups of the website, and for performing any restores from backup, as may be necessary from time to time.
- If changes to your hosting environment impact upon our maintenance service or methods by which we deliver the service, any work required by Connect to accommodate the change will be chargeable.
- Connect is responsible for the updates and upgrades as shown in the table in 4.3; maintenance of all other software is the responsibility of the client or their hosting provider.
- You will agree with us a process and schedule for Connect to perform the CMS maintenance, in order to prevent any conflict with any other parties' changes or user activity.
- If any changes (except for content changes) are made to your website by any party other than Connect, the work required by Connect to include these changes in any future upgrades or updates is chargeable.
- If, following maintenance performed by Connect, Connect is required to perform any subsequent remediation on the website, this work is chargeable.

Connect recommends you don't install additional or unnecessary software on your hosting server as this may cause outages, security concerns or performance issues to the website. Please advise Connect in advance if you plan any changes to your host environment.

If Connect provides software development for your website, please be aware that we host two further copies of your website – DEV and UAT – used for controlled deployment. These need to be kept in sync with the live site. Work performed by Connect to ensure these three environments remain consistent, following any software installations and/or updates performed by yourselves, is chargeable.

If you have a caching service in place that is not provided by Connect, you agree to supply Connect with the API for the service in order for Connect to perform software updates and any other changes you may request to your website.

SCHEDULE 2 – ADDITIONAL TERMS APPLICABLE TO REGISTRATION AND OR RENEWAL OF .GOV.UK DOMAINS (APPENDIX D)

Precedence, latest version and updates

These terms take precedence over any other terms in this agreement.

The latest version of these terms can be found here <https://www.gov.uk/guidance/additional-terms-for-govuk-agreements>.

The party selling or issuing the gov.uk domain or subdomain must apply best endeavours to seek to update this agreement annually to reflect the latest version of the terms made available by the Critical Domain Holder (as defined below) from time to time.

Role and responsibilities of CDDO as the Critical Domain Holder

The parties agree to and accept the role of the Critical Domain Holder as set out below in respect of the protection of .gov.uk domains and subdomains.

- The Central Digital and Data Office (CDDO), acting on behalf of the Minister for the Cabinet Office and as part of the Crown, has rights over the '.gov.uk' domain and subdomains. CDDO is the .gov.uk domain Critical Domain Holder.
- The Critical Domain Holder does not need to be party to this agreement.
- The Critical Domain Holder has appointed the .gov.uk Registry Operator.
- The Critical Domain Holder permits the .gov.uk Registry Operator to enter into Registry Registrar Agreements.
- The Critical Domain Holder is the only authority that may verify the identity of the Registrant.
- The Critical Domain Holder approves a .gov.uk domain name for use by the Registrant.
- The Critical Domain Holder is responsible for setting and maintaining the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK.
- The Critical Domain Holder acts as an escalation point and ultimate decision maker in the event of a dispute regarding the management or control of a .gov.uk domain name.
- The Critical Domain Holder may, at its sole discretion, direct the Registry Operator, Registrar, Registrant or sub-Registrant to take action, including urgent action, to protect a .gov.uk domain name, at any time. Such action may include to suspend, withdraw or transfer a .gov.uk domain name:

- 9.1. if the Registrant or sub-Registrant persistently or seriously violates the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK,
- 9.2. if the Registrant or sub-Registrant persistently fails to respond to communications from the Registrar, Registry Operator or Critical Domain Holder,
- 9.3. to resolve disputes which concern the Registrant or sub-Registrant's registered .gov.uk domain name,
- 9.4. if the continued Registration of the Registrant's .gov.uk domain name poses an immediate critical security threat to the Registrant's services or other public sector services,
- 9.5. if the Registrar persistently fails to meet the [Criteria to be a .gov.uk Approved Registrar](#),
- 9.6. if the Registrar is no longer a .gov.uk Approved Registrar as defined by the criteria,
- 9.7. if there is any event that might lead to your organisation ceasing trading, such as a voluntary winding up, a bankruptcy, or an insolvency event as defined in section 123 of the Insolvency Act 1986,
- 9.8. if required by the law.
- 10. The Critical Domain Holder is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:
 - 10.1. for use in its Registry Services,
 - 10.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,
 - 10.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.
- 11. The Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the [Domain Management team page](#). The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found. The monitoring undertaken by the Critical Domain Holder, and/or its suppliers, may, on some rare occasions, temporarily impair the function of the domain and associated digital services. In those circumstances, the Critical Domain Holder will work with the Registrar, Registrant, and/or Sub-Registrant to overcome the temporary impairment as soon as is reasonably practicable. The Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains, and subdomains, regardless as to this risk of impairment. In undertaking monitoring, the Critical Domain Holder, and/or its suppliers, may process personal data. The processing of personal data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Critical Domain Holder, and/or its suppliers as a data controller. Details associated with a domain will be retained for as long as the domain is registered and in use. If details change to another person the Critical Domain Holder, and/or its suppliers, will remove the old contact within 6 months.

Role and responsibilities of the Registry Operator

The parties agree to and accept the role of the Registry Operator as set out below in respect of the protection of .gov.uk domains and subdomains.

- 12. The Registry Operator means the administrative and technical operator of the policies, processes and systems required to manage and operate the .gov.uk domains and subdomains. The Registry Operator is the only operator for gov.uk domains and subdomains, as appointed by the Critical Domain Holder.
- 13. The Registry Operator must only accept .gov.uk domain registrations from .gov.uk Approved Registrars. The Registrar Operator must not accept .gov.uk domain registrations from any reseller or any other entity.
- 14. The Registry Operator must use reasonable endeavours to verify that organisations that wish to be .gov.uk Registrars meet the [Criteria to be a .gov.uk Approved Registrar](#).
- 15. The Registry Operator has a Registry Registrar Agreement with all .gov.uk Approved Registrars.
- 16. The Registry Operator must ensure that all Registrars have Registrant Agreements in place that reference this GOV.UK page and include these terms as updated from time to time and published on the aforementioned page.
- 17. All normal communications that the Registry Operator has with a Registrant must be through a Registrar. The exceptions to this are:
 - 17.1. if a Registrar is not supporting their Registrant in accordance with the [Criteria to be a .gov.uk Approved Registrar](#) or
 - 17.2. if the Registrant itself is not accepting such support.
- In these exceptional cases the Registry Operator may contact a Registrant directly to help the Registrant meet the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#). The Registry Operator must always copy the relevant Registrar in on communications with a Registrant in these cases.
- 18. The Registry Operator must maintain a published list of .gov.uk Approved Registrars.
- 19. The Registry Operator operates a fair marketplace for .gov.uk Approved Registrars. If the Registry Operator itself chooses to be a .gov.uk Approved Registrar, it must not grant itself more favourable terms or treatment than other .gov.uk Approved Registrars. The Registry Operator must not favour any .gov.uk Approved Registrar over any other.
- 20. The Registry Operator must not unreasonably refuse to sign a Registry Registrar Agreement with a .gov.uk Approved Registrar.
- 21. The Registry Operator must use reasonable endeavours to help .gov.uk Approved Registrars continue to meet the [Criteria to be a .gov.uk Approved Registrar](#).
- 22. The Registry Operator must notify the Critical Domain Holder before removing the status of .gov.uk Approved Registrar or terminating a Registry Registrar Agreement with a .gov.uk Approved Registrar.
- 23. The Registry Operator is an independent data controller in its own right for personal contact data contained within the Registry Data. As a data controller, the Registry Operator will be responsible for ensuring agreements to cover the sharing and processing of personal data with other parties, such as the Registrars, are in place. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:
 - 23.1. for use in its Registry Services,
 - 23.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,
 - 23.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

Role and responsibilities of the Registrar

The parties agree to and accept the role of the Registrar as set out below in respect of the protection of .gov.uk domains and subdomains.

- 24. The Registrar must meet the [Criteria to be a .gov.uk Approved Registrar](#) at all times.
- 25. The Registrar must only provide .gov.uk domains directly to the Registrants that they have Registrant Agreements with. The Registrar must not provide .gov.uk domains via any reseller.
- 26. The Registrar must maintain a list of all Registrants that have delegated lower-level subdomains out to sub-Registrants.
- 27. The Registrar must ensure that if a Registrant transfers a domain name:
 - 27.1. the new Registrant is eligible to have the domain,
 - 27.2. any new Registrar is a .gov.uk Approved Registrar,
 - 27.3. all parties follow the [Transfer your domain name guidance](#).
- 28. The Registrar agrees that any persistent failures, as defined and/or determined by the Registry Operator, and confirmed at the sole discretion of the Critical Domain Holder, to meet the [Criteria to be a .gov.uk Approved Registrar](#), will result in:
 - 28.1. the Registrar no longer being a .gov.uk Approved Registrar,
 - 28.2. the Registrar, in consultation with the Registrant, to transfer the management of its .gov.uk domain names to an alternative .gov.uk Approved Registrar,
- The Registrar must at its own cost and expense, provide all such support, assistance and cooperation and execute or procure the execution of all such documents as the Critical Domain Holder or the Registry Operator may from time to time require for the purpose of giving full effect to this provision.
- 29. The Registrar is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:
 - 29.1. for use in its Registry Services,
 - 29.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,
 - 29.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

Role and responsibilities of the Registrant

The parties agree to and accept the role of the Registrant as set out below in respect of the protection of .gov.uk domains and subdomains.

- 30. The Registrant is an entity which has registered a .gov.uk domain name in the .gov.uk Registry.
- 31. The Registrant must remain in legal control of their .gov.uk domain name at all times. This includes not reselling or passing control of their .gov.uk domain name to a non-public sector organisation.
- 32. The Registrant must get approval from The Critical Domain Holder prior to transferring their .gov.uk domain to any other organisation.

33. The Registrant must protect its .gov.uk domain name by following the domain registration and management rules, which are defined in the [Apply for your .gov.uk domain name guidance](#) on GOV.UK that apply to them, found here:

- [Get permission to apply for a .gov.uk domain name](#)
- [Identify a registrant for your .gov.uk domain name](#)
- [Choose your .gov.uk domain name](#)
- [Get started with your .gov.uk domain name](#)
- [Creating and managing .gov.uk subdomains.](#)
- [Keeping your domain name secure](#)
- [Renew your domain name](#)
- [Make changes to your .gov.uk domain name](#)
- [How to stop using your domain name](#)
- [What to do if your domain is compromised](#)

34. The Registrant has the right to move its .gov.uk domain name from the Registrar to any other Registrar at any time and for any reason. The Registrant is not entitled to a refund for any remaining term of the registration.

35. The Registrant accepts that if their Registrar is no longer a .gov.uk Approved Registrar, then the Registrant must move its .gov.uk domains to a .gov.uk Approved Registrar.

36. If the Registrant has delegated lower-level subdomains out to a sub-Registrant, the Registrant:

36.1. must tell its Registrar,
36.2. must help the sub-Registrant meet the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them,

36.3. is a data controller of the personal data that the sub-Registrant has shared with it.

37. The Registrant is an independent data controller in its own right for personal contact data contained within the Registry Data. The Registry Data means any data, including but not limited to DNS resource records, public-key material for DNSSEC and personal contact data, in each case held by the Registry Operator:

- 37.1. for use in its Registry Services,
- 37.2. or for use by the Registry Operator in performance of its roles and obligations to the Critical Domain Holder, Registrar and/or Registrant,
- 37.3. or for use by the Registrar in performance of its roles and obligations to the Critical Domain Holder, Registry Operator and/or Registrant.

38. The Registrant agrees that the Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the [Domain Management team page](#). The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found.

The Registrant consents to the Critical Domain Holder and/or its suppliers processing personal data, specifically collecting DNS records and WHOIS records where they are available, to:

- provide support; protect the domain names in the public sector
- reduce the risk of attack to associated services such as email, web, and digital services
- ensure the governance and accessibility of web services

The Registrant consents to the retention of personal data by the Critical Domain Holder and/or its suppliers.

Role and responsibilities of the sub-Registrant

The parties agree to and accept the role of the sub-Registrant as set out below in respect of the protection of .gov.uk domains and subdomains.

39. The sub-Registrant is an entity which has been given a lower-level domain from a .gov.uk Registrant. The sub-Registrant is not the same organisation as the Registrant.

40. The sub-Registrant must protect its .gov.uk domain name by following the domain registration and management rules, which are defined in the Apply for your .gov.uk domain name guidance on GOV.UK that apply to them, found here:

- [How you are accountable for protecting your .gov.uk domain](#)
- [Creating and managing .gov.uk subdomains](#)
- [Keeping your domain name secure](#)
- [How to stop using your domain name](#)
- [What to do if your domain is compromised](#)

41. The sub-Registrant is a data controller of the personal data it shares with the Registrant.

42. The sub-Registrant agrees that the Critical Domain Holder and its suppliers are authorised to undertake monitoring of all .gov.uk domains and subdomains as described on the Domain Management team page. The purpose of monitoring is to test for the secure configuration of domains and associated digital services and alert the relevant service owners when problems are found. The Sub-registrant consents to the Critical Domain Holder and/or its suppliers processing personal data, specifically collecting DNS records and WHOIS records where they are available to:

- provide support; protect the domain names in the
- public sector; and to reduce the risk of attack to associated services such as email, web, and digital services
- ensure the governance and accessibility of web services

The Sub-registrant consents to the retention of personal data by the Critical Domain Holder and/or its suppliers.

Pricing for .gov.uk domain names

43. The pricing for .gov.uk domain names is to be confirmed.