

Website Hosting & Maintenance – General Terms & Conditions

WEBSITE Hosting

1. Website Hosting

- 1.1 The Parties have prepared and agreed upon the Hosting Specification for the Website as set out in Schedule 4.
- 1.2 The Service Provider shall host the Website on the Server in accordance with the Hosting Specification.
- 1.3 Either Party may request or propose amendments to the Hosting Specification. Any proposed amendments must be made in writing.
- 1.4 Within three Business Days of receipt of a request or proposal under sub-Clause 1.3, the Service Provider shall notify the Client in writing of the terms upon which such amendments are to be accommodated, including the effect on the Hosting Fees and/or the Hosting Specification.
- 1.5 Within three Business Days of receipt of the Service Provider's notice under sub-Clause 1.4, the Client shall notify the Service Provider in writing of its acceptance of the Service Provider's changes to the Project Fees and/or Project Specification or shall request a meeting with the Service Provider to discuss the same further.
- 1.6 The Service Provider shall update the Website with any and all Client Site Materials provided to them from time to time by the Client within five Business Days of receipt on not more than four occasion[s] per calendar month during the term of this Agreement.
- 1.7 The Service Provider shall provide the Client with access to the Server for the purposes of enabling the Client to update the Website with Client Site Materials.
- 1.8 The Service Provider shall only update the Website with Client Site Materials. The Service Provider shall have no control over User Content and shall not be responsible for monitoring the same.
- 1.9 Notwithstanding sub-Clause 1.8, if the Service Provider reasonably believes that any content on the Website (including, but not limited to User Content and Client Site Materials) is unlawful or otherwise offensive (including, but not limited to, material that is obscene, pornographic, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party), it shall inform the Client immediately of such content and shall remove the same immediately.

WEBSITE MAINTENANCE

2. Services to be performed

- 2.1 The Service Provider hereby agrees to provide the Maintenance Services upon the terms and conditions in Clauses 3 to 5 and the Core Clauses in Part 4 of this Agreement.

3. Duration

- 3.1 This Agreement shall commence on the Commencement Date, shall continue for the Initial Period and shall remain in force thereafter unless or until terminated by either party giving to the other not less than one month's written notice of termination expiring on the last day of the Initial Period or at any time thereafter but shall be subject to earlier termination as provided elsewhere in this Agreement.

4. Error Correction

- 4.1 If the Client shall discover any error in the operation or presentation of the Web Site then the Client shall within 14 days after such discovery notify the Service Provider in writing of the defect or error in question and provide the Service Provider (so far as the Client is able) with a documented example of such defect or error.
- 4.2 Upon receipt of such notification from the Client the Service Provider shall begin work on correcting such defect or error in accordance with the Performance Standards. If the Client requests support in an emergency the Service Provider shall use all reasonable efforts to fulfil the request as quickly as possible.
- 4.3 The foregoing error correction service shall not include service in respect of:
- 4.3.1 defects or errors resulting from any modifications of the Web Site made by any person other than the Service Provider;
 - 4.3.2 incorrect use of the Web Site or error in the operation thereof on the part of the Client or its employees or agents;
 - 4.3.3 errors resulting from faults in equipment or software other than that supplied to the Client by the Service Provider.
- 4.4 The Service Provider shall make an additional charge in accordance with its standard scale of charges from time to time in force for any services provided by the Service Provider:
- 4.4.1 at the request of the Client but which do not qualify under the aforesaid error correction service by virtue of any of the exclusions referred to in sub-clause 4.3 above;
 - 4.4.2 at the request of the Client but which the Service Provider considers on reasonable grounds not to be necessary.

For the avoidance of doubt nothing in this sub-clause shall impose any obligation on the Service Provider to provide services in respect of any of the exclusions referred to in sub-clause 4.3 above.

5. Web Site Operation

- 5.1 During the continuance of this Agreement the Client shall:
- 5.1.1 ensure that the Web Site is accessed (to the extent necessary) on behalf of the Client by competent trained employees only or by persons under their supervision;
 - 5.1.2 operate the Web Site in accordance with instructions and training provided by the Service Provider in that regard from time to time;
 - 5.1.3 keep full security copies of the Web Site and of the Client's databases and computer records in accordance with best computing practice;

- 5.1.4 not alter or modify the Web Site in any way whatever nor permit the Web Site to be amalgamated or used in combination with any other Internet Web Site;
- 5.1.5 not request, permit or authorise anyone other than the Service Provider to provide any maintenance services in respect of the Web Site or the Web Site;
- 5.1.6 co-operate fully with the Client's personnel in the diagnosis of any error or defect in the Web Site;
- 5.1.7 provide such telecommunication facilities as are reasonably required by the Service Provider for testing and diagnostic purposes, at the Client's expense.

PART 4 – CORE CLAUSES (APPLICABLE TO ALL SECTIONS)

6. Fees and Payment

- 6.1 The Client shall pay to the Service Provider the Project Fees including any non-refundable Deposit and Hosting Fees, calculated in accordance with Schedules 3 and 5 respectively, within seven days of receipt of the Service Provider's invoice for the same.
- 6.2 In consideration of the Maintenance Services the Client shall pay the Maintenance Charge periodically in advance as specified in the Schedule. The Maintenance Charge shall be paid without prior demand and no payment shall be considered made until it is actually received by the Service Provider.
- 6.3 Any charges payable by the Client hereunder in addition to the Maintenance Charge shall be paid within seven days after the receipt of the Service Provider's VAT invoice.
- 6.4 The Service Provider shall be entitled at any time and from time to time after the expiry of the Initial Period to increase the Maintenance Charge to accord with any change in the Service Provider's standard scale of charges by giving to the Client not less than 90 days' prior written notice. Where and whenever such notice is given, the Client shall have the right to terminate this Agreement as from the date on which such notice expires by giving to the Supplier written notice of termination not less than 30 days before such date.
- 6.5 If the Client fails to make any payment due to the Service Provider on or by the due date for payment, then, without prejudice to the Service Provider's other rights and remedies (including, but not limited to those under Clause 21), the Client shall pay interest on the overdue sum from the due date for payment until the payment of that overdue sum, whether before or after judgment.
- 6.6 Interest under sub-Clause 6.5 shall accrue daily at the rate of 8% per annum above the Bank of England's base rate from time to time, and at 8% per annum for any period when that base rate is below 0%.

7. Poaching Staff

- 7.1 The Client shall not without the prior written consent of the Service Provider (and so that each of sub-clauses 7.1.1 and 7.1.2 below shall be deemed to constitute a separate agreement and shall be construed independently of the other):
 - 7.1.1 at any time during the period from the date hereof to the expiry of six months after the Acceptance Date or the date of termination of this Agreement (as the case may be) solicit or endeavour to entice away from

or discourage from being employed by the Service Provider any person who is, or shall at any time between the date hereof and the Acceptance Date or the date of such termination be, one of the Service Provider's employees engaged in providing the Services provided however that this provision shall not apply to any person employed by the Service Provider whose rate of gross basic contractual remuneration payable by the Service Provider as at the date of this Agreement (or as at the date of commencement of such person's employment if such employment shall commence after the date of this Agreement) is less than £25,000 per annum;

- 7.1.2 At any time during the period from the date hereof to the expiry of six months after the Acceptance Date or the date of termination of this Agreement (as the case may be) employ or attempt to employ any person who is, or shall at any time between the date hereof and the Acceptance Date or the date of such termination be, one of the Service Provider's employees engaged in providing the Services provided however that this provision shall not apply to any person employed by the Service Provider whose rate of gross basic contractual remuneration payable by the Service Provider as at the date of this Agreement (or as at the date of commencement of such person's employment if such employment shall commence after the date of this Agreement) is less than £25,000 per annum].

8. Intellectual Property

- 8.1 The Client warrants that they have the right to use all Client Site Materials supplied by them to the Service Provider and that, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and all Intellectual Property Rights subsisting therein at all times.
- 8.2 The Service Provider warrants that they have the right to use all Service Provider Site Materials supplied by them as part of the Website and that, where applicable, all necessary permissions and rights have been obtained.
- 8.3 The Service Provider shall retain ownership of all Intellectual Property Rights subsisting in the Website until the Project Fees are paid in full by the Client. Upon receipt by the Service Provider of all sums due, the Service Provider shall assign the ownership of the same to the Client immediately, and the Parties shall execute all documents necessary to give effect to that assignment.
- 8.4 The Service Provider shall indemnify the Client against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Website created or supplied by the Service Provider provided that the Client:
- 8.4.1 promptly notifies the Service Provider in writing of the claim or proceedings;
 - 8.4.2 makes no admissions or settlements without the Service Provider's prior written consent;
 - 8.4.3 provides the Service Provider with all information and assistance that the Service Provider may reasonably require; and
 - 8.4.4 gives the Service Provider sole authority to defend or settle the claim or proceedings.
- 8.5 The Client shall indemnify the Service Provider against all damages, losses, and

expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Client Site Materials provided that the Service Provider:

- 8.5.1 promptly notifies the Client in writing of the claim or proceedings;
 - 8.5.2 makes no admissions or settlements without the Client's prior written consent;
 - 8.5.3 provides the Client with all information and assistance that the Client may reasonably require; and
 - 8.5.4 gives the Client sole authority to defend or settle the claim or proceedings.
- 8.6 The indemnities set out in this Clause 8 shall not apply to the extent that the claims or proceedings in question arise out of the indemnifying Party's compliance with any instructions or materials provided by the indemnified Party.
- 8.7 The Service Provider shall not use any Client Site Materials, any Service Provider Materials assigned to the Client under this Agreement, or any part of the Website, or use or re-create the overall look and feel of the Website or anything substantially similar in the creation of any website or other material of any kind for any third party.
- 8.8 The copyright and all other intellectual property rights of whatever nature in any corrected or modified versions of the Web Site made pursuant to this Agreement shall belong to the Client and the Service Provider as beneficial owner hereby assigns (by way of future assignment) all such rights to the Client.
- 8.9 Notwithstanding sub-Clause 8.8, the Service Provider reserves the right to use in any way it thinks fit any programming tools, skills and techniques acquired or used by it in the performance of this Agreement.
- 8.10 The Service Provider shall be entitled during the continuance of this Agreement to retain a copy of the Program Materials and of the source code of the underlying computer programs and all other materials necessary for the proper maintenance of the Web Site. Such copies of the Program Materials and source code and other materials shall be held in confidence, shall only be used by the Service Provider for the purposes of this Agreement and shall be delivered up (together with all copies thereof) to the Client forthwith upon the termination of this Agreement (howsoever occasioned).
- 8.11 If any corrected or modified version of the Program Materials shall be made by the Service Provider pursuant to this Agreement then the Service Provider shall promptly deliver to the Client copies thereof together with:
- 8.11.1 the source code of the corrected or modified version of the Programs in the form of a USB drive;
 - 8.11.2 all other materials necessary to enable a reasonably skilled programmer to correct, modify and enhance the corrected or modified version of the Program Materials without reference to any other person or document.

9. Warranties

- 9.1 Each Party hereby warrants to the other that it has the full power and authority to enter into, and perform its obligations under, this Agreement.
- 9.2 The Service Provider shall perform its obligations under this Agreement with reasonable care and skill in accordance with generally established and recognised practices and standards prevailing in the website design, development, and hosting industry.

- 9.3 The Service Provider warrants that the Website shall be free of errors, viruses, and material defects and that it will perform in accordance with the Project Specification for a period of one year from the date that acceptance takes place. In the event that the Website does not perform in accordance with the Project Specification, the Service Provider shall ensure that the Website complies with the Project Specification without undue delay and at no additional cost to the Client.
- 9.4 The warranty provided in sub-Clause 9.3 shall not apply to the extent that any non-conformity with the Project Specification arises out of modifications made to the Website by the Client or any third-party without the direct involvement of the Service Provider.

10. **Liability**

- 10.1 The Client shall indemnify the Service Provider and keep the Service Provider fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the Client, its employees, agents or sub-Service Providers.
- 10.2 The Service Provider shall not be liable to the Client for any damage to software or hardware, damage to or loss of data, or for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
- 10.3 Subject to sub-Clause 10.4, the Service Provider's total liability to the Client in respect of any claims based on any events arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise shall not exceed £1,898.
- 10.4 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-Service Providers; or for any other form of liability which cannot be limited or excluded by law.
- 10.5 The Service Provider shall not be liable for any loss or damage sustained or incurred by the Client or any third party (including without limitation any loss or use of the Program Materials or loss of or spoiling of the Client's data) as a result of any defect or error in the Program Materials or the Web Site except to the extent that such loss or damage arises from any unreasonable delay by the Service Provider in providing the Maintenance Services and then only to the extent not excluded by this Agreement.
- 10.6 The Service Provider shall not be liable to the Client for any loss arising out of any failure by the Client to keep full and up-to-date security copies of the Web Site and the Program Materials.

11. **Data Protection**

- 11.1 All personal data that the Parties may use in connection with this Agreement shall be collected, processed, and held in accordance with the provisions of the Data Protection Legislation. Nothing in this Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.
- 11.2 Complete details of each Party's collection, processing, storage, and retention of personal data including, but not limited to, the purposes for which personal data is used, the Parties' legal bases for using such personal data, details of data subjects'

rights, and personal data sharing (where applicable) are available on request from either Party.

12. Data Processing

- 12.1 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 12 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 12.2 For the purposes of the Data Protection Legislation and for this Clause 12, the Client is the data controller and the Service Provider is the data processor.
- 12.3 The type(s) of personal data, the categories of data subject, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 6.
- 12.4 The Client shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Service Provider for the purposes described in this Agreement.
- 12.5 The Service Provider shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
- 12.5.1 process the personal data only on the written instructions of the Client unless the Service Provider is otherwise required to process such personal data by law. The Service Provider shall promptly notify the Client of such processing unless prohibited from doing so by law;
 - 12.5.2 ensure that it has in place suitable technical and organisational measures (as approved by the Client) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 6;
 - 12.5.3 ensure that any and all of its employees with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
 - 12.5.4 not transfer any personal data outside of the European Economic Area without the prior written consent of the Client and only if the following conditions are satisfied:
 - a) the Client and/or the Service Provider has/have provided suitable safeguards for the transfer of personal data;
 - b) affected data subjects have enforceable rights and effective legal remedies;
 - c) the Service Provider complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - d) the Service Provider complies with all reasonable instructions given in advance by the Client with respect to the processing of the personal data.
 - 12.5.5 assist the Client at the Client's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact

assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

- 12.5.6 notify the Client without undue delay on becoming aware of a personal data breach;
 - 12.5.7 on the Client's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Client on termination of this Agreement unless it is required to retain any of the personal data by law; and
 - 12.5.8 maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 12 and to allow for audits by the Client and/or any party designated by the Client.
- 12.6 The Service Provider shall not sub-contract any of its obligations with respect to the processing of personal data under this Agreement.

13. Confidentiality

13.1 Each Party undertakes that, except as provided by sub-Clause 13.2 or as authorised in writing by the other Party, it shall, at all times during the term of this Agreement and for 2 years after its termination or expiry:

- 13.1.1 keep confidential all Confidential Information;
- 13.1.2 not disclose any Confidential Information to any other party;
- 13.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
- 13.1.4 not make any copies of, record in any way, or part with possession of any Confidential Information; and
- 13.1.5 ensure that none of its directors, officers, employees, agents, sub-Service Providers or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 13.1.1 to 13.1.4 above.

13.2 Either Party may:

- 13.2.1 disclose any Confidential Information to:
 - a) any sub-Service Provider or supplier of that Party;
 - b) any governmental or other authority or regulatory body; or
 - c) any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the design, development, and hosting of the Website), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 13.2.1b) or any employee or officer of any such body) obtain and submit to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 13, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

13.2.2 use any Confidential Information for any other purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

13.3 The provisions of this Clause 13 shall continue in force in accordance with their terms for a period of 2 years after the termination or expiry of this Agreement, notwithstanding the termination of this Agreement for any reason.

14. Term and Termination

14.1 Subject to Clause 3.1, this Agreement shall commence on the Commencement Date and, subject to the provisions of this Clause 14, terminate on the first anniversary of the Commencement Date unless renewed by the Client for a further term of one year.

14.2 Without prejudice to any other rights or remedies which may be available to it, either Party may terminate this Agreement with immediate effect by written notice to the other Party if:

14.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within five Business Days of the due date for payment;

14.2.2 the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within five Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

14.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

14.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

14.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction);

14.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

14.2.7 that other Party ceases, or threatens to cease, to carry on business; or

14.2.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

14.3 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued to either of the Parties under this Agreement.

14.4 On the termination or expiry of this Agreement:

14.4.1 all licences granted to the Service Provider by the Client under this Agreement shall terminate immediately;

- 14.4.2 the Service Provider shall return all Client Site Materials and any and all copies of the Project Specification in its possession to the Client without undue delay;
- 14.4.3 the Service Provider shall provide all such assistance as is reasonably required by the Client in order to transfer the Website to another host, subject to payment by the Client of any and all reasonable costs incurred by the Service Provider in providing such assistance;
- 14.4.4 any provision of this Agreement that either expressly or impliedly survives the expiry termination of this Agreement shall remain in full force and effect.

15. Force Majeure

- 15.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.
- 15.2 In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure, the affected Party shall be entitled to a reasonable extension of the time for performing those obligations amounting to a period equivalent to the period during which their performance has been delayed.
- 15.3 In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of four weeks, the other Party may at its discretion terminate this Agreement by written notice at the end of that period.

16. No Waiver

- 16.1 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach of no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

17. Further Assurance

- 17.1 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

18. Costs

- 18.1 Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

19. Assignment and Sub-Contracting

- 19.1 This Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge), sub-licence, or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

20. Relationship of the Parties

20.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

21. Third Party Rights

21.1 Unless expressly stated otherwise, no part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

21.2 Subject to this Clause 21 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

22. Notices

22.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

22.2 Notices shall be deemed to have been duly given:

22.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

22.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23. Entire Agreement

23.1 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

23.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

24. Counterparts

24.1 This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25. Severance

25.1 In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

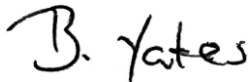
26. Law and Jurisdiction

26.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

26.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Service Provider by:

Benjamin Yates, Director, Ben Yates Design Limited



Authorised Signature

Date: ___01/07/2021___

SCHEDULE 4

Hosting Specification

Once your new website (or your revitalised website) goes live, it will need a secure hosting package to keep it online permanently.

At a basic level, this involves hosting it on a high-spec, fast, secure server. Backing the site up on a daily basis, ensuring it is available 24/7 and keeping the content management system updated to the very latest security patch releases.

With various monitoring tools in place, and a one-hour engineer response time in the event of any problems, BY Design's website hosting service gives total peace of mind that your website is in safe hands.

- Daily backup service - server backs-up each website every night.
- Disaster recovery - websites can be restored from the back-up, or possibly just fixed if it's appropriate.
- 24hr protection - high-spec firewall and numerous security tools that run constantly.
- 24/7/365 on-site engineer, with 1 hour incident response time - server lives in a data centre in Manchester, and SLA includes 1hr response from an engineer at all times.
- Security patches to the content management system (CMS) - applied to every website, as and when they are released. Server features software which monitors which sites need upgrading and generates a daily report.
- Updates to plugins and extensions (WP & Joomla) - as above, but relating to the components within each site, rather than the overall framework. Again, a daily report is generated.
- Uptime monitoring tool - 5 minute alert - server software checks every website on a five minute rotation to make sure it is online and responding to connection requests. If it isn't, it notifies the server support team.
- Standard SSL certificate - each hosted website includes an SSL certificate to ensure all data is securely transmitted to and from the server.
- Certified Carbon Neutral - this means you can display the CN logo on your website if you choose to.

SCHEDULE 6

1. Data Processing

Scope

The Service Provider will collect the Client's details or the details of the directors, employees, agents or consultants of the Client and process such information for the purposes of providing services to the Client under this Agreement.

Nature

Collection and storage of data for the purposes of providing services under contract, namely this Agreement.

Purpose

For the efficient provision of services under this Agreement.

Duration

The term of this Agreement plus 3 years.

2. Types of Personal Data

Name, address, email address, landline and mobile telephone numbers.

3. Categories of Data Subject

Customers / Clients.

4. Organisational and Technical Data Protection Measures

- Device drives are encrypted to AES-128
- Devices have managed Windows and 3rd Party app updates
- Devices have managed business antivirus
- Data held is backed up off-site (encrypted in transit and at rest)
- Devices are secured by a strong password
- Passwords are stored securely (password manager for example)
- Service Provider's hardware is located in a locked office within a secure compound with CCTV and 24 hour man guarding.