

1 SPECIFIC SERVICES CLAUSES

1.1 Definitions

"Product" means the current release or its immediate predecessor of any Supplier Software product licensed to the Client under the End-User Agreement

"Software Documentation" means the documentation provided by the Supplier to the Client related to the Product's usage.

"Product Upgrades" means the provision of upgrades to previously licensed Software whose rights are owned by the Supplier.

"Product Support" or "Cover" means the support for Supplier's Software Products.

"Hosting" means the provision of web site hosting on a computer server connected to the internet.

"SSL Certificate" the provision of secure (SSL) certificates associated with a domain name.

"Premium Support" means the provision of an enhanced Product Support Service.

"The Project" means the deliverables in the SOW

1.2 PRODUCT SUPPORT:

The Supplier will supply telephone based and email advice on the use and operation of the Supplier's Product which has been licensed by the Client and where the Client has purchased the appropriate Supplier's Service for Product Support for that product.

The Client may obtain assistance with any technical difficulty that may arise in connection with the Client's utilisation of a Service by raising a ticket through Supplier's support platform.

The Supplier will provide such support for the Service on weekdays between the hours of 9.00am and 5.00pm (UK time). The Supplier will not provide such support on public holidays or where it reasonably determines, in its sole discretion, that systems and server maintenance is necessary, or its staff occasionally require training or team building.

The Supplier reserves the right to limit each ticket to one single support issue or question and to a duration of thirty minutes (an "Incident"). The Supplier further reserves the right to limit the Client's support to an average of one incident per month.

The Client acknowledges that due to the multiple hardware, software and connectivity environments into which the Supplier's product may be put, the Supplier cannot guarantee that every enquiry or connectivity issues between third party services, service providers, hardware or software will be resolved.

Subject to and in accordance with the terms of this Agreement, the Supplier's sole support obligation is to provide reasonable and good faith efforts to resolve the Client's enquiries arising from the Client's use of the Supplier's product in accordance with the Software Documentation.

1.3 PRODUCT UPGRADES

The Client will be entitled to Product Upgrades and other Supplier's products, as specified in the Order, with an active and paid Cover or Desktop 365 Plus contract.

During the relevant term, the Client will be entitled to all Software upgrades for the relevant Supplier's products licensed to the Client without further charge.

1.4 DESKTOP 365 PLUS

The Supplier will supply Services including the supply of: Software, Product Support, Hosting and SSL Certificate within the Product "Desktop 365 Plus"

The Supplier will supply the Client with a licence to use the latest version of the Software, the opportunity to access future Product Upgrades and additional licence keys without incurring an upfront licence key cost; instead, the Desktop 365 Plus contract will be upgraded to the relevant level to reflect the appropriate recurring charge for the Supplier's product and licence key.

Upon receiving the licence key(s) the Client must continue to maintain the Desktop 365 Plus contract to access the licence key(s).

On termination of the Desktop 365 Plus contract, the Client must stop using the licence key or keys which have been made available by the Desktop 365 Plus contract.

1.5 HOSTING

The Supplier will supply ecommerce Hosting Services specifically designed for the Supplier's Product. This will include space on a server to host a single or multiple websites with the appropriate limits inline with the Services packages.

Hosting Services are guaranteed 100% compatibility with the Suppliers Products.

Support for Hosting Services is included in the Service, specifically for Hosting related support requirements within reasonable requests.

1.6 MAINTENANCE

The Supplier offers maintenance which includes: Hosting, Product Support, eCommerce platform and extension updates in accordance with the Order that the Supplier enters into with the Client. The full extent of what will be provided is documented in the contract,

The maintenance contract has a time allocation, typically shown in hours per months. The time allocation is the pre-agreed time which the Supplier will provide to the Client on a month to month basis,

The time allocation is monthly and at any time a maximum of two months of time allocation will be available. Any time beyond two months will not be accessible,

If the time allocation has been used and there are urgent tasks, the Supplier reserves the right to charge the additional time outside of the available hours in the time allocation,

The Ecommerce Platform will be updated within the maintenance contract if there are available hours within the time allocation. Any additional hours required will be charged to the Client,

Sometimes major updates to the eCommerce Platform or technology it uses are significant development projects and as a result will require additional time outside of the time allocation and the Client recognises and accepts this.

The extensions will be updated within the maintenance contract if there are available hours within the time allocation. Any additional hours required will be charged to the Client.

Sometimes major updates to the extensions or technology it uses are significant development projects and as a result will require additional time outside of the time allocation and the Client recognises and accepts this.

1.7 SSL CERTIFICATES

The Supplier's SSL Certificate service will be provided through a supplier which is an accredited and recognised provider of SSL Certificates. The Supplier's sole responsibility will be to liaise with such supplier on the Client's behalf and the Supplier does not accept responsibility for the actions and/or omissions of such third party supplier.

The Supplier does not accept any responsibility for the SSL Certificate or any losses which are caused by a deficiency in the SSL Certificates that are issued by the third-party supplier.

SSL Certificates expire and can be lost. Where the Client has failed to pay on time the Supplier will not pay third party fees in order to secure the SSL Certificate and the loss of the SSL Certificate will result.

SSL Certificates apply to a particular IP address. If any service is moved to another web server, the SSL Certificate will not operate and a new one must be purchased at the Client's cost.

1.8 PREMIUM SUPPORT

The Supplier offers Premium Support where the Client has an active and paid for Premium Support as specified in the Order.

In addition to Product Support, Premium Support provides the following: dedicated phone number for access to most experienced Supplier's Support staff; an initial response to the reported problem within 4 working hours; issues requiring escalation to the Supplier's software development team will receive priority escalation to that team; access to the weekend support team including Saturday and Sunday 10am to 4pm, excluding Bank Holidays.

1.9 INDEPENDENT CUSTOMER FEEDBACK SERVICE

"Buyer" is a business or consumer who has placed an order with the Client; "Feedback" is text and ratings provided by Buyers containing their opinions about the service and optionally products supplied by the Client and aggregated information based on this material; "Independent Customer Feedback Service" is a service whereby Buyers are solicited electronically for Feedback and supply it to the service; "Feedback Supplier" is The Supplier or a designated Supplier's third party supplier who are providing the Independent Customer Feedback Service.

The Feedback Supplier will make available the Independent Customer Feedback Service to one Client web site for each contract and broadly in accordance with the prevailing description contained on the Supplier's web site but reserves the right to amend or improve the service at any time and in any way.

1.10 WEB DESIGN & DEVELOPMENT AND BUSINESS GROWTH

The Supplier will provide the deliverables as defined in the SOW.

The SOW will be scheduled once The Supplier has received the signed Work Order in the SOW and the initial invoice has been paid.

The Supplier will endeavour to complete the project within the estimated timescales, however The Supplier cannot be held responsible for delays outside of its control.

The Supplier will not typically carry out the project outside of normal office hours unless previously agreed.

The Client will nominate appropriately skilled personnel for the joint project team. These personnel will be available for the duration of The Project and the personnel will have the required authorisation to make decisions relating to The Project.

Throughout The Project will be phases that require sign-off from The Client for The Project to proceed to the next phase. The Deliverables will be provided to The Client for sign-off. Once sign-off has been given, any further changes will be outside of The Project and reviewed as a change request.

During The Project, additional requests or changes to The Project and The Deliverables will be reviewed as a change request. These requests will be separate from The Project and treated as additional which will be invoiced separately.

The Client agrees that a HTML page built from a graphic design may not exactly match the original design because of the differences between the display in design software and the rendering of HTML code by internet browsers. The Supplier agrees to try to match the design as closely as is reasonably possible when building the code.

If an error or issue with the design or code arises during The Project, which does not allow the design or code to match the original specification, then The Client agrees that The Supplier can apply a nearest available alternative solution.

After The Project completion, The Client or a third party of their choosing may wish to edit the content or code themselves. The Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If The Client or a third party of their choosing edits the content or code and this results in errors, then The Supplier reserves the right to quote for work to repair.

Ultimate responsibility for the interpretation of The Deliverable, after due consultation with The Client, rests with The Supplier. Anything that is not specifically stated within The SOW will be reviewed as a change request.

The Client will be responsible for testing the non-standard functionality to ensure that it behaves in a way which was expected. The Client accepts that it has responsibility for testing scenarios specific to its industry and requirements.

Testing will be completed on the most popular devices and browsers using an emulator. The Supplier will decide which devices and browser testing is required.

The Supplier warrants that the advice and implementation provided will be such that it genuinely believes that The Client will increase traffic to its web site and/or increase conversion of traffic to sales.

The Supplier explicitly does not warrant that this service will actually increase web traffic or conversion of web traffic to sales.

The Client agrees that this is reasonable and the multiplicity of changing factors impacting acquisition of traffic and conversion to sales.