



Service Level Agreement – Rev 260615

1. DEFINITIONS

1.1 Hosting Provider Company refers to any external service providers, such as Unlimited Web Hosting from whom DESIGNAWEB contract their Dedicated Web Servers.

1.2 A Project can be a website, database system, search engine optimisation work, or any other service provided by DESIGNAWEB to the Customer.

1.3 “Frustrates” is a term used to describe where one party to a contract acts in a way so as to make it unrealistic for the other party to carry out their part of the contract. .

1.4 The word “contract” as it appears in these terms and conditions shall mean the contract between DESIGNAWEB and the Customer, which will be based on the terms and conditions contained within this Service Level Agreement.

2. ABBREVIATIONS

2.1 DESIGNAWEB stands for DESIGNAWEB (BSE) Ltd.

2.2 SLA stands for Service Level Contract.

2.3 ISP stands for Internet Service Provider.

2.4 HPC stands for Hosting Provider Company.

3. CONTRACT

3.1 The terms and conditions contained in this SLA apply to all DESIGNAWEB Customers unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between DESIGNAWEB and the Customer. In the event of any ambiguity between these terms and conditions and any terms agreed in writing between DESIGNAWEB and the Customer then these terms and conditions will apply.

4. ESTIMATES

4.1 DESIGNAWEB will provide customers with initial estimates for projects on request. The final project sum may vary from the initial estimate. An estimate as opposed to fixed price quotation is useful when the actual project sum cannot be reasonably or accurately ascertained at the onset.

4.2 Work carried out against estimates will be charged in accordance with clause 8.

4.3 DESIGNAWEB will provide estimates in writing by email to customers, which will include a hyperlink to this SLA. Acceptance by a customer of a DESIGNAWEB estimate is subject to acceptance of the terms and conditions in this SLA, unless specifically agreed in writing between the Customer and DESIGNAWEB to the contrary.

5. FIXED PRICE QUOTATIONS

5.1 Whenever possible DESIGNAWEB will provide customers with a fixed price quotation and detailed specification for a project.

5.2 Items omitted or added to the specification that accompanies a fixed price quotation will be treated as variations in accordance with clause 6.

5.3 DESIGNAWEB will provide quotations in writing by email to customers, which will include a hyperlink to this SLA. Acceptance by a customer of a DESIGNAWEB quotation is subject to acceptance of the terms and conditions in this SLA, unless specifically agreed in writing between the Customer and DESIGNAWEB to the contrary.

6. VARIATIONS

6.1 The value of work included in a fixed price quotation specification that is omitted will be valued and deducted from the final project sum.

6.2 Work that is in addition to that detailed in a fixed price quotation specification will be valued and added to the final project sum.

7. COPYRIGHT

7.1 The source code of all website web pages remains the intellectual property of DESIGNAWEB and may not be copied and used by any other party without the consent of DESIGNAWEB.

7.2 All scripts, CSS and include files used within customer websites remains the intellectual property of DESIGNAWEB and may not be copied and used by any other party without the consent of DESIGNAWEB.

7.3 The stored procedures, functions and triggers programmed in to SQL Databases remain the intellectual property of DESIGNAWEB and may not be copied and used by any other party without the consent of DESIGNAWEB.

7.4 All customer logo images, images unique to the customer, i.e. of their premises, work force and their business, plus all written copy, belong to the customer and are covered under their copyright. DESIGNAWEB will not reuse customer written content or images without the express permission of the customer.

8. HOURLY RATE CHARGES

8.1 DESIGNAWEB will charge for services provided that are not included in any quotation or under the terms of clause (9), Hosting. The amount charged will be based on DESIGNAWEB'S standard hourly rate, unless a different hourly rate has otherwise been agreed in writing.

8.2 DESIGNAWEB will review and may increase their standard hourly rate on an annual basis.

8.2 There will be a minimum charge of 15 minutes.

9. HOSTING

9.1 DESIGNAWEB use high performance dedicated web servers hosted by first class HPC's, such

as Unlimited Web Hosting.

9.2 Our Unlimited Web Hosting dedicated server has unlimited bandwidth and an uptime performance of over 99.9%.

9.3 DESIGNAWEB will quote a separate annual price for the hosting and associated technical support for customer websites.

9.4 DESIGNAWEB will use their best endeavours, in conjunction with the HPC, to rectify the cause of any disruption in the hosting service of a customer's website(s) and to minimise the duration of any such instances.

9.5 DESIGNAWEB will not be liable to the Customer for any compensation in respect of any down-time that may occur with the hosting of their website(s).

9.6 DESIGNAWEB will keep a separate backup of all customer website files and in the unlikely event of a hard drive failure or other technical failure with the dedicated web server will re-setup the website as quickly as possible on a new or repaired web server.

9.7 All SQL Server databases used for customer websites are regularly backed up by Unlimited Web Hosting and in the unlikely event of hard drive or other technical failure with the dedicated web server will be restored and re-connected to customer website(s).

9.8 With regard to any images or download files uploaded to a customer's website by a customer it is the responsibility of the customer to retain a copy of these on their local PC/LAN. In the unlikely event of hard drive failure or other technical failure with the dedicated web server it will be the responsibility of the Customer to re-upload these files.

9.9 DESIGNAWEB utilise various backup processes on their dedicated servers for all website folders and files and may therefore, be able to avoid customers having to re-upload files in accordance with clause 9.8. This is not guaranteed by DESIGNAWEB so customers should observe and be prepared, in the unlikely event, to comply with clause 9.8.

9.10 In the event that a customer wishes to move their website and/or SQL Server Database to another web server supported by another party, then DESIGNAWEB will cooperate fully, subject to all outstanding amounts being paid up in full, in advance, along with a negotiated fee to purchase the intellectual copyright of the source code etc. detailed in clause 7.

9.11 The option described under clause 9.10 is not available to customer websites that are linked to a shared SQL Server database. In this situation customers can pay for their website data to be exported to a standalone SQL Server database, which can then be relocated.

9.12 In the event that the Customer requires assistance with remedying a situation with their website that is not a technical fault caused by DESIGNAWEB or the HPC the time expended by DESIGNAWEB will be charged to the Customer in accordance with clause 8.

9.13 DESIGNAWEB will invoice for website Hosting on an annual basis, yearly in advance. Invoices will be raised approximately 60 days prior to the commencement date.

10. EMAIL

10.1 DESIGNAWEB will setup customer's email with email service providers and charge a fixed

amount for doing this.

10.2 DESIGNAWEB will pay the mail service provider annual subscription costs for each mailbox and invoice the customer a fixed amount for each mailbox annually.

10.3 DESIGNAWEB are excluded from any liability to the Customer for any interruption or termination in the email service.

10.4 DESIGNAWEB will troubleshoot any problems reported by the Customer with their email. If the problem is due to an omission by DESIGNAWEB then no charge will be made to the Customer. If the problem is not due to an omission by DESIGNAWEB then the Customer will be charged in accordance clause (8), DESIGNAWEB Hourly Rate Charges.

11. WEBSITE SERVICES

11.1 DESIGNAWEB will offer to customers third party services such as those offered by Google to enhance the performance of their websites. DESIGNAWEB may include in quotations the setup and maintenance of such third party services. DESIGNAWEB will not be liable to the customer for any interruption, non-performance, or cancellation of the provision by third parties of any such services.

12. SEARCH ENGINES

12.1 DESIGNAWEB are expert at designing websites to perform well with the search engines and will liaise with customers in trying to achieve high rankings for the appropriate keyword phrases.

12.2 DESIGNAWEB accepts no responsibility or liability to the customer for the actual rankings achieved or how such rankings may vary over time.

13. INVOICING & PAYMENT

13.1 DESIGNAWEB standard payment terms are 14 days from the date of invoice.

13.2 DESIGNAWEB will specify within estimates or quotes how a project will be invoiced. Large projects may be split in to a number of monthly interim invoices plus a final invoice on completion.

14. PERFORMANCE

14.1 DESIGNAWEB will ensure that the specification quoted for to the customer works as intended. In the event that the customer reports that some part of the specification is not functioning correctly then DESIGNAWEB will investigate this and take corrective action, which will be at no expense to the customer.

14.2 In the event that the customer reports an issue which is related to a matter that falls outside of the project specification then DESIGNAWEB will investigate this and email the customer a report and, if appropriate, a price to carry out the extra work involved to resolve the issue.

15. DAMAGES

15.1 Unless expressly agreed in writing to the contrary DESIGNAWEB do not have any liability to the customer for any delays in completing a project.

15.2 DESIGNAWEB do not have any liability to the customer for the performance of a website, database or any other entity/service developed/setup for the client.

16. TERMINATION

16.1 In the event that the customer does not pay an invoice within 30 days of the due date, i.e. within 44 days of the date of the invoice, then DESIGNAWEB have the right to suspend all further works for that customer until such time as payment is made in full.

16.2 In the event that the Customer does not pay an email subscription invoice within 30 days of the due date, i.e. 44 days after the invoice date, then DESIGNAWEB reserve the right to turn off any email services until such time as the invoice is paid in full.

16.3 In the event that the Customer does not pay a hosting subscription invoice within 30 days of the due date, i.e. 44 days after the invoice date, then DESIGNAWEB reserve the right to turn off any website hosting until such time as the invoice is paid in full.

16.4 In the event that the customer becomes insolvent or goes in to liquidation DESIGNAWEB have the right to immediately terminate their contract with the Customer and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.

16.5 In the event that a customer "frustrates" the progress of a project contract with DESIGNAWEB then DESIGNAWEB will be entitled to give 14 days written notice to the customer of the contract being terminated. If the customer does not satisfactorily remedy the cause(s) of the frustration, within the 14 day notice period, then DESIGNAWEB will have the right to terminate the contract. DESIGNAWEB will invoice the Customer for the full value of works carried out to-date.

17. STANDARD CUSTOMER SUPPORT

DESIGNAWEB aims to achieve the highest level of client satisfaction and for our clients to have absolute faith in our standard of work and the professional manner in which we conduct business. Our office hours are Monday to Friday, 9.30am until 5:30pm excluding UK bank holidays. During this time we will respond to any support requests within 4 hours either via email or phone. Outside of office hours we will endeavour to respond within 24 hours, otherwise within the first 2 hours of the next working day.

All clients will be provided with a dedicated, single point of contact for all support queries.

18. CONTRACTED PRIORITY SUPPORT

Our website support services are offered under an annual contract payable monthly, at extremely affordable rates. The website maintenance contracts allow companies to take care of their requirements at low cost instead of paying third party companies high amounts for any urgent changes required or performance improvements allowing you to rest assured that maintenance is performed.

DESIGNAWEB offers a flexible and comprehensive Maintenance plan for all website sizes. We have maintained simple HTML websites to complex ecommerce databases. No matter the size or the scope of the website, we aim to provide fast and efficient service. Just select the number of hours per month you will need. We carry over 1 month's hours to the next month if you don't use them at that time. However any unused hours after the 1st month will not be carried forward or refunded. Hours may be used in any increment throughout the current month. All tasks are billed in

30-minute increments and logged in our tracking system. Any additional hours on top of your contracted Website maintenance level will be billed at the full rate for that service.

Maintenance and support includes:

- Bug fixing, problem reporting and correcting broken scripts etc.
- Website edits, revisions, updates or creating new content on existing pages based on requests.
- Telephone website support.
- Provide disaster recovery from backup and maintain a file library of assets, graphics, source code and revision history for your website.
- Offer advice and guidance on website management and optimisation and potential performance improvement.
- Liaise with hardware engineers, hosting customer support, and other affiliate service entities.
- Web stats and analytics.
- Create new graphics and icons. Modifying CSS styles and code.
- Version Upgrades: Maintenance regarding security issues (scripts, patches, databases, image/bandwidth theft, etc.)
- Providing consultation service or documentation for any potential projects or enhancements.
- Normal priority support is for a 24-72 hour "turn around time".

Hosting Support includes:

- Managed backups and server maintenance,
- Server software updates,
- Server user management,
- Performance monitoring,
- Database optimisation
- Virus protection,
- Firewall monitoring,
- Up-time monitoring.

This will ensure we have the tools to restore the website within 24-36 hours of most any disaster. Website maintenance does not include on-going Search engine optimisation unless SEO option selected. Please contact DESIGNAWEB to learn more about our SEO services.

19. Bug fixes

Identifying and fixing bugs on a live website will be given priority over other support requests. During office hours we will respond within 2 hours and aim to find a solution immediately. Outside

of office hours we will endeavour to respond within 24 hours, otherwise within the first 1 hour of the next working day.

20. TRAINING

Training is provided to all clients who use our Content Management System (CMS) on their websites. This training is provided in person and on your premises with all key staff. In such instances where on-site training cannot be undertaken we will provide the next best solution for your needs - whether that be via remote screen sharing or over the phone.

All clients receive a User Guide (PDF document) outlining all key functionality, interactions and best practice for using the CMS.

21. ON-GOING MAINTENANCE AND SUPPORT

Responsibility for the maintenance of the site will be signed over to the client on the agreed delivery date. On this date and for a minimum period of one month thereafter, DESIGNAWEB warrants that the site will perform to the client's satisfaction and shall be free from discernable errors or bugs. Any such errors noted and reported by the client shall be the responsibility of DESIGNAWEB.

DESIGNAWEB shall not be liable for the provision of any work, which might be deemed to be maintenance (i.e. any work which must be performed on a regularly basis to ensure correct functioning of the site or to keep content up-to-date), which, after the sign-over date, shall be the responsibility of the client.

If maintenance or support other than that required to correct discernable errors or bugs or other programming defects during the first month is required by the client, all terms will be outlined in a separate specific maintenance contract.

22. COMPLAINTS

DESIGNAWEB takes pride in developing technically robust web-based software and excellent customer service. However if there is any element of our service, which you are unhappy with, we have a clear and effective complaints procedure in place.

In the first instance, contact the person you are working with and voice your concerns.

Alternatively you can contact us by post, addressing your letter to:

Mr Darrell Summerscales,
Designaweb (BSE) Ltd,
Old Station Road,
Newmarket
Suffolk CB8 8QE

We will respond in full to your complaint within 28 days.