

# SPACE 48 LIMITED TERMS AND CONDITIONS

All Services provided by us will be subject to the following agreement:

## 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause and the Particulars apply in this agreement.

**Acceptance Certificate:** the certificate to be signed by you under clause 8(a).

**Acceptance Date:** the date on which the Acceptance Certificate is issued by you under clause 8(a).

**Acceptance Tests:** the tests of the Website after installation to be agreed in accordance with clause 7 and contained in the Specification.

**Brand Guidelines:** Your brand guidelines provided to us from time to time.

**Charges:** the charges set out in the Specification, as amended from time to time.

**Commencement Date:** the date on which this agreement becomes effective as set out in the Particulars.

**Computer Hardware:** the computers and other equipment to be used by you in conjunction with the Services.

**Computer Software:** a computer programme or programmes, to include any operating systems required.

**Confidential Information:** information of commercial value, in whatever form or medium, which has been kept confidential by the party from whom the information originates and which has not come into the public domain during the term of this agreement in breach of any obligation of confidence, including information relating to the Website or any of its constituent parts, the Source Code relating to the Website or any such parts, commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing and marketing.

**Contract Year:** any 12-month period ending on any anniversary of the Commencement Date.

**Control:** a business entity shall be deemed to "Control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

**Critical Fault:** a reproducible fault which substantially hinders or prevents you from using a material part of the functionality of the Website.

**Data Protection Law:** all applicable data protection law and regulations in any jurisdiction.

**Defect:** an error in the Website that causes it to fail to operate substantially in accordance with the Specification.

**Deliverables:** the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by us to you and all products and materials developed by us in relation to the Services in any media.

**Development Work:** services provided in developing the Website.

**Dispute Resolution Procedure:** the procedure for dealing with disputes under this agreement as set out in clauses 24.21 – 24.23.

**Good Industry Practice:** the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

**Hosting Services:** the hosting services provided in accordance with the terms of Part 1, Schedule 2.

**Intellectual Property Rights:** all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

**Licence:** the licence granted under clause 12.

**Maintenance Agreement:** the form of maintenance agreement for the Website contained at Part 1, Schedule 1.

**Maintenance Release:** a release of the Website which corrects faults, adds functionality or otherwise amends or upgrades the Website, but which does not constitute a New Version or an amendment to any Third Party Software.

**Materials:** the content provided to us by you from time to time for incorporation in the Website.

**Modified Website:** the standard Website programs used by us, modified or to be modified by us under this agreement, which shall include any Maintenance Release or New Version.

**Modules:** The part of the code that is responsible for a specific task/function that works as part of the magento platform.

**New Release:** a new release of all or any part of the Website suitable for use by you in which previously identified faults have been remedied or to which any modification, enhancement, revision or update has been made, or to which a further function or functions have been added.

**New Version:** a new version of the Website released by us after the Acceptance Date which provides additional or improved functionality or performance.

**Non-Critical Fault:** any reproducible fault in the Website other than a Critical Fault.

**Non-Host Defects:** the defects described in Schedule 2.

**Normal Working Hours:** the hours 8.30am to 5.00pm GMT, Monday to Friday, except English Bank Holidays.

**Open-Source Software:** any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition (<http://www.opensource.org/docs/definition.php>) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at <http://www.gnu.org/licenses/gpl.html>), or anything similar, included or used in, or in the development of, the Website, or with which the Website is compiled or to which it is linked (which shall exclude the Modules).

**Particulars:** the particulars at the front of this Agreement.

**Permitted Purposes:** the meaning given in clause 16.1.

**Personal Data:** data subject to protection under Data Protection Law in any jurisdiction.

**Project Manager:** our employee who has overall responsibility for the Services.

**Project Milestones:** the project milestones set out in the Specification (where applicable).

**Services:** the services to be provided by us to you under this agreement, as detailed in the Specification and as amended from time to time.

**Site:** the location in which you want the Website to be uploaded.

**Source Code:** the source code of the Website to which it relates, in the language in which the Website was written, together with all related flow charts and technical Deliverables, all of a level sufficient to enable your development personnel to understand, develop and maintain that Website.

**Specification:** the specification of the Services to be carried out, as agreed between us which may be included in a technical specification or quote (as appropriate).

**Support Services:** support services supplied in accordance with Schedule 1 and the Specification.

**Support Staff:** our officers, employees, agents or subcontractors connected with this agreement, including those individuals who perform our obligations under this agreement.

**The Website:** the website configured by us for you using Open Source Software or otherwise used by us to provide the Services to you.

**Third-Party Licences:** the open-source Software licences relating to the Website, including the general public licence (if applicable), and any proprietary third-party Software licences.

**Third-Party Software:** the Software programs proprietary to third parties, which are to be provided to you or us without modification.

**Updating Service:** the service supplied under clause 2.4 of Schedule 1.

**Unsuitable Content:** any material or content that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party's Intellectual Property Rights.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax and any similar additional tax or any other

similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

**Virus:** anything or device (including any software, code, file or programme) whose purpose or possible function is to deliberately disable a computer or network or impair or adversely affect its performance or prevent or hinder access to any programme or data or impair the operation of any programme or the reliability of any data including a computer virus, trojan horse, worm, logic bomb, back door or similar item.

**Working Days:** a day (other than a Saturday or a Sunday) or which commercial banks are open for general business in London.

**Website Design:** the design and development of a website using Third Party Software in accordance with the Specification.

**Your Representative:** a person duly authorised by you to act on your behalf for the purposes of this agreement and identified to us by written notice from you.

1.2 The schedules to this agreement, together with any documents referred to in them, form an integral part of this agreement and any reference to this agreement means this agreement together with the schedules and all documents referred to in them, and such amendments in writing as may subsequently be agreed between the parties.

1.3 In the event that a conflict arises between the provisions contained in the main agreement and the Schedules which apply to you, as appropriate, the provisions contained in the Schedules shall prevail.

1.4 Any interference to "writing" shall include e-mail.

## 2. SCOPE AND CHARGES

We agree to provide you with the Services from the Commencement Date in accordance with the Charges.

### **3. WEBSITE AND DELIVERABLES**

- 3.1 We shall carry out the Services with skill and expertise, to provide the Website in accordance with the Specification.
- 3.2 The Software provided to you may be subject to Third Party licenses relating to Open-Source Software or otherwise. In signing this Agreement you agree to be bound by such terms and will indemnify us in full for any damage we suffer as a result of you breaching the terms.
- 3.3 We hereby licence to you, free of charge, the right to use the Deliverables on non-exclusive basis to the extent that is necessary to enable you to make reasonable use of the Deliverables.

### **4. DEVELOPMENT SERVICES**

- 4.1 We shall develop the Website and make the modifications to it in accordance with the requirements of the Specification.
- 4.2 We agree:
  - (a) to deliver and install the Website to you in accordance with the Project Milestones;
  - (b) to carry out, in conjunction with you, the Acceptance Tests; and
  - (c) to provide the Website in finished format,

on the terms and conditions set out in this agreement.

- 4.3 If requested to do so by you and subject to our Charges, we shall:
  - (a) provide maintenance and support of the Website in accordance with Schedule 1;
  - (b) make available to you suitably qualified personnel to carry out tasks on a consultancy basis concerning the Services to include training;
  - (c) provide Hosting Services in accordance with Schedule 2;

- (d) provide digital marketing and SEO services in accordance with the Specification and Schedule 3;
  - (e) provide website development services in accordance with the Specification and Schedule 4;
  - (f) provide any other Services agreed between us from time to time.
- 4.4 For the avoidance of doubt, all Services provided by us to you will be regulated by these terms and conditions, and you may only rely on the terms of the Schedules which are applicable to you.
- 4.5 Time shall not be of the essence regarding any date for delivery by us of any Services specified in this Agreement.
- 4.6 The provision of Services to you is subject to your payment of the Charges, all third party fees we incur on your behalf and third party licence fees you must pay in order for us to perform the Services. We reserve the right to suspend our Services in the event that our Charges are not paid on time. Services will recommence upon payment being received.
- 4.7 In performing the Services, we shall comply with your reasonable instructions to ensure minimal disruption.

## **5. PRE-INSTALLATION TESTING**

- 5.1 Before delivering any item of Website to you, we shall carry out reasonable tests as set out in the Specification to ensure that such item is in operable condition and is capable of meeting the requirements of the Specification once properly installed.
- 5.2 If any part of the Website fails to pass the pre-installation tests, we shall remedy the defects and deficiencies, and the relevant tests shall be repeated within a reasonable time.
- 5.3 In the event that the pre-installation tests are not satisfactory after second submission, the provision of clause 7.3 will apply.

5.4 As the Website is developed to only work with current browsers, testing will only be carried out on the latest and last versions of the following browsers (or as otherwise set out in the Specification):

- (a) Firefox;
- (b) Safari;
- (c) IE; and
- (d) Chrome,

**("the Versions")**.

## **6. WEBSITE DELIVERY, INSTALLATION AND DELAYS**

6.1 We shall deliver the Website to you on the date agreed in the Specification or as soon as reasonably practicable.

6.2 We shall supply to you, any such information and assistance as may be necessary to enable you to prepare for the installation of the Website and can provide you with guidance on suitable hardware.

6.3 You shall prepare the Site in accordance with the information provided by us for the installation of the Website.

6.4 You shall be responsible for ensuring that each item of Computer Hardware is installed and is in working order and available to us no later than the relevant date specified in the Specification and make sure that it is suitable for the Services to be performed. We accept no liability for the Computer Hardware or Computer Software being incompatible with our Services.

6.5 Whilst we shall use reasonable endeavours to ensure the integrity of the network, we do not guarantee that the Website will be free from unauthorised users or hackers.

## **7. ACCEPTANCE TESTS**

7.1 Upon receipt of the Website, Acceptance Tests will be carried out by you, as detailed in the Specification, within five Working Days of



delivery, in accordance with clause 6.1. We will assist you with such tests and Charges will apply.

7.2 If the Website fails to pass the Acceptance Tests, you shall, within five Working Days from the completion of the Acceptance Tests or any part of these tests, provide a written notice to this effect, giving details of such failure(s). We shall then remedy the defects and/or deficiencies and the relevant test(s) shall be repeated within a reasonable time.

7.3 If the Website fails in some material respect to pass any repeated Acceptance Tests within four weeks from the date of its second submission to the Acceptance Tests, then upon receiving notice from you we may choose at our sole discretion:

- (a) to fix (without prejudice to your other rights and remedies) a new date for carrying out further tests on the Website on the same terms and conditions;
- (b) to permit installation of the Website subject to such change of acceptance criteria, amendment of Specification and/or reduction in the Charges as, after taking into account all the relevant circumstances, is reasonable; or
- (c) if material defects cannot be corrected within a period of three months from the commencement of Acceptance Tests under clause 7.1, to allow you to reject the Website as not being in conformity with the agreement, in which event you may terminate this agreement.

## **8. ACCEPTANCE**

Acceptance of the Website shall be deemed to have occurred on whichever is the earliest of:

- (a) the signing by you of an Acceptance Certificate/delivery by you of an acceptance e-mail ticket;
- (b) the expiry of ten Working Days after delivery of the Website if the Acceptance Tests for that module have not started, or have not been pursued with due diligence; or

- (c) the use of the Website by you in the normal course of the Business.

## **9. PAYMENT**

- 9.1 We shall submit invoices for the Charges, in accordance with the Specification. You shall make payment of each invoice by the due date stated in that invoice or within 30 days of receipt of the invoice, whichever is sooner.
- 9.2 The Charges are net of tax. You shall, in addition, pay to us the amount of any tax, duty or assessment, including any applicable VAT, which we are obliged to pay and/or collect from you in respect of any supply under the agreement.
- 9.3 If any sum is not paid on or before the due date under this agreement, the party in default shall pay us interest at 4% above the Bank of England base rate for the period beginning on the due date and ending with the date on which the sum is paid.
- 9.4 We may increase the Charges at any anniversary of the Commencement Date by giving you at least three months' notice before such anniversary of our proposed increased Charges.
- 9.5 Reasonable out-of-pocket expenses may be charged by us on production of reasonable evidence of expenditure to you.
- 9.6 Time for payment shall be of the essence.
- 9.7 The cost of any materials or services needed to be delivered by other parties that Space 48 need to acquire in order to perform the Services shall not be included in the Charges and will be invoiced to you separately. Such costs may include, but shall not be limited to, the following:
  - (a) Hosting services;
  - (b) Computer Hardware;
  - (c) Third Party Licenses;

- (d) Company Software;
- (e) SSL Certificates;
- (f) Domain Name Services;
- (g) Integrated Services (such as Analytics); and
- (h) Any other Materials,

## **10. CHANGE CONTROL AND TECHNOLOGY SUBSTITUTION**

- 10.1 You may, by giving written notice to us at any time during the term of this agreement, request a change to the Website.
- 10.2 Within seven Working Days of receipt of such notice, we shall, at our standard rates then in force, prepare for you a written statement of any increase or decrease in the Charges, and of any effect that the requested change would have on the Specification.
- 10.3 Within five Working Days of receipt of the written notice referred to in clause 10.2, you shall inform us in writing of whether or not you wish the requested change to be made. If the change is required, we shall not make the requested change until we have agreed any changes to the Specification and Charges in writing.
- 10.4 We undertake to offer to you, and you may at your sole discretion choose to obtain from us, any item of Website in substitution for any corresponding item of the Website where the substitute item contains new technology or has better performance characteristics than the Website. As part of the offer, we shall notify you of any change in the Charges which would result from such substitution. If you choose to obtain any such substitute item, we shall use our reasonable endeavours to agree to the change.
- 10.5 Once any changes to the specification and Charges are agreed, the change will become immediately effective and each of us will perform our respective obligations arising as a result of the Charges.

## **11. OWNERSHIP AND INTELLECTUAL PROPERTY**

- 11.1 The Website and Deliverables is our property (or the appropriate third-party rights-owner(s)) and you acquire no rights in or to the Website or the Deliverables other than those expressly granted by this agreement.
- 11.2 The Intellectual Property Rights in the Website belong to us (other than the Third Party Software) and we reserve the right to licence our Intellectual Property Rights to any other party.
- 11.3 You shall use reasonable endeavours to prevent any infringement of our Intellectual Property Rights in the Website and shall promptly report to us any such infringement that comes to your attention.
- 11.4 As the Website (save for the Modules) are developed using Open Source Website principles using Third Party Licenses, no warranty is given by us that the Website will not infringe the Intellectual Property Rights of any third party anywhere in the world. However, we will indemnify you in full in the event that our Intellectual Property Rights are found to breach third party rights (Third Party Claim), provided you give us reasonable notice of such Third Party Claim and provide us with reasonable assistance in defending the same.
- 11.5 You agree that we can use any know-how developed in the performance of our Services to assist other customers but at no point will your Confidential Information be disclosed.
- 11.6 You retain all Intellectual Property Rights in the Materials and grant us a licence to such Intellectual Property Rights to the extent required to perform our obligations, pursuant to this Agreement.
- 11.7 You shall fully indemnify us against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe any Intellectual Property Rights of a third party.

We will provide you with notice of such infringement as soon as we are aware of the same.

- 11.8 We shall provide to you the Deliverables that you may require for the proper use and maintenance of the Website. Such Deliverables may be supplied in electronic form and we will, at all times, remain the owners of the Intellectual Property Rights in the Deliverables.

## **12. WEBSITE LICENCE, DELIVERABLES AND WARRANTY**

12.1 We grant to you, subject to the terms of this agreement, the non-exclusive, non-transferable royalty-free, licence in relation to the Website (which for the avoidance of doubt shall exclude the Modules) to:

- (a) use the Website;
- (b) study/decompile the Website;
- (c) improve the Website.

12.2 Subject to clause 12.4 we warrant that the Website will comply with the Specification for a period of one month from the Acceptance Date.

12.3 In the event that we are satisfied that the Website does not conform to its Specification, we will remedy any non-conformity as long as you provide us with written notice of the non-conformity within 10 Working Days of being aware of the same.

12.4 Whilst we will use our reasonable endeavours to develop the Website in accordance with the Specification, we give no warranties that it will be uninterrupted, error or virus free. Website, by its very nature, is susceptible to errors and viruses.

12.5 Any unauthorised modifications or improper use by you of the Website will render our warranty null and void.

12.6 This clause 12 sets out your only remedy for a breach of warranty.

**13. SUPPLIER PERSONNEL: WEBSITE AND SUPPORT SERVICES**

13.1 We alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of the Project Manager and the Support Staff. We assume full responsibility for their acts and omissions and acknowledge that they are not your employees or agents.

13.2 During the term of this agreement and for a period of six months after its termination neither of us shall, without the prior written consent of the other, solicit, or permit any party to solicit, the employment of any person who is employed by the other party in the course of developing, supplying, maintaining or supporting the Website or any part of it.

**14. THE WEBSITE: PROJECT MANAGEMENT**

14.1 No later than five days after the date of this Agreement you shall notify us of the name and qualifications of the person appointed as Your Representative.

14.2 We shall appoint the Project Manager, who shall have the responsibility and commensurate authority for the overall progress of the Services and to whom all questions regarding this agreement can be referred.

14.3 Your Representative shall co-operate with the Project Manager and shall attend meetings scheduled by the Project Manager at reasonable intervals not less than once a week to advise and assist us on all matters relating to the Services.

**15. CUSTOMER'S OBLIGATIONS**

15.1 During the term in which the Support Services are to be provided, you shall not, without our prior written approval, allow any person other than a representative of ours to modify, repair or maintain any part of the Website.

15.2 You shall co-operate with us in any manner reasonably required by us in order to carry out the Services, including provision of information and data, making available suitably qualified employees and contractors of yours and, subject to our compliance with your normal security requirements you shall also:

- (a) provide access to your systems for the purpose of carrying out diagnostics and correction of Defects, provided that system access shall be direct or remote, at your option, and that, in the latter case, such access will be subject to our compliance with any additional requirements for security and encryption techniques or Website which may from time to time be specified by us;
- (b) provide such further access for the Support Staff as is necessary to carry out our obligations under this agreement. You shall obtain for us all permissions necessary to obtain such access;
- (c) when the Support Staff are working on your site, provide facilities and supplies reasonably required by us, such as power and computer consumables;
- (d) make back-up copies of the data updated to the Website and we will have no liability for your failure to do the same;
- (e) keep all passwords and user access credentials secure. We cannot accept any liability for your failure to do this, or for any damage you may suffer, as a result of a third party hacker accessing the internet;
- (f) encrypt any data you upload to the Website or transmit over the internet;
- (g) maintain insurance cover in respect of any loss or damage to data stored on the Website.

15.3 You may restrict access to certain areas of your premises or systems on security grounds.

## **16. CONFIDENTIALITY AND PUBLICITY**

16.1 Each party undertakes not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Agreement ("**Permitted Purposes**").

- 16.2 The restrictions imposed by clause 16.1 shall not apply to the disclosure of any Confidential Information which:
- (a) is now in or hereafter comes into the public domain otherwise than as a result of a breach of this clause 16;
  - (b) before any negotiations or discussions leading to this agreement was already known by the receiving party and was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; or
  - (c) is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).
- 16.3 Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.
- 16.4 This clause 16 shall remain in full force and effect, despite any termination of the Licence or this agreement.

## 17. DATA PROTECTION

- 17.1 The following definitions apply:
- (a) the terms "data controller", "data processor", "data subject" and "processing" bear the respective meanings given them in the Data Protection Act 1998, and "data protection principles" means the eight data protection principles set out in Schedule 1 to that Act.
  - (b) data includes Personal Data.
  - (c) **Customer Personal Data** means any Personal Data provided by or on behalf of you.



17.2 We shall:

- (a) only carry out processing of any Customer Personal Data on your instructions;
- (b) implement appropriate technical and organisational measures to protect any Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage; and
- (c) only transfer Customer Personal Data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject.

17.3 We shall promptly and fully notify you in writing of any notices in connection with the processing of any Customer Personal Data, including subject access requests, and provide such information and assistance as you may reasonably require.

17.4 You acknowledge that we will be acting as a data processor, rather than as a data controller, in respect of all such data processing activities which we carry out under this agreement.

## 18. EXPORT

18.1 Neither party shall in any circumstances export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including Website, incorporating any such data) in breach of any applicable laws or regulations ("**Export Control Laws**"), including United States export laws and regulations, to any country for which the United States or any other government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

18.2 Each party undertakes:

- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it

to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

**19. LIMITATION OF LIABILITY**

- 19.1 Neither party excludes or limits liability to the other party for:
- (a) fraud or fraudulent misrepresentation;
  - (b) death or personal injury caused by negligence;
  - (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - (d) any matter for which it would be unlawful for the parties to exclude liability.
- 19.2 Subject to clause 19.1, we shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
  - (b) any loss or corruption (whether direct or indirect) of data or information;
  - (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
  - (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 19.3 Clause 19.2 shall not prevent claims, which fall within the scope of clause 19.4, for:
- (a) direct financial loss that are not excluded under any of the categories set out in clause 19.2(a) to clause 19.2(d); or
  - (b) tangible property or physical damage.

19.4 Subject to clause 19.1, our total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall, in respect of any cause of action related to the provision of the Services, be limited to the total charges paid for the Services by you to us during the 12 month period immediately before the date on which the cause of action first arose or, if the cause of action arose during any period before 12 months had elapsed from the Commencement Date, during that shorter period.

## **20. ASSIGNMENT AND SUBCONTRACTING**

20.1 Subject to clause 20.3, this agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20.3 Either party may assign, transfer or subcontract any or all of its rights and obligations under this agreement to an affiliate of that party for so long as that company remains an affiliate of that party. The assignor shall procure that such company assigns any rights assigned to it in accordance with this clause 20.3 back to the assignor or another affiliate of that party immediately before it ceases to be an affiliate of that party.

20.4 Notwithstanding clause 16, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this

clause 20.4 shall be made until notice of the identity of the proposed assignee has been given to the other party.

**21. DURATION**

This agreement shall commence on the date of this Agreement and shall continue, unless terminated earlier in accordance with clause 22, until the Services have been completed.

**22. TERMINATION**

22.1 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more

other companies or the solvent reconstruction of that other party;

- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
  - (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
  - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 22.1(d) to clause 22.1(j) (inclusive); or
  - (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 22.2 On termination of the Agreement, you shall either return to us or, at our option, destroy all material copies of the Website and Deliverables, and shall ensure that any copies of the Website on hard discs or other storage means associated with any computer equipment owned or controlled by you are permanently deleted. All licenses granted under this Agreement shall immediately terminate.

- 22.3 Other than as set out in this agreement, neither party shall have any further obligation to the other under this agreement after its termination.
- 22.4 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement, including clause 1, clause 11, clause 16 to clause 19, and clause 22 shall remain in full force and effect.
- 22.5 On termination of this agreement for any reason, each party shall as soon as reasonably practicable:
- (a) return, destroy or permanently erase (as directed in writing by the other party) any documents, handbooks, CD-ROMs or DVDs or other information or data provided to it by the other party containing, reflecting, incorporating or based on Confidential Information belonging to the other party;
  - (b) permanently delete any proprietary Website belonging to the other party and not the subject of a current licence granted by the other party from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party;
  - (c) subject to clause 22.6(b), return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them, provided, regarding your rights under this clause 22.5(c), that you have (if appropriate) paid us in full for such equipment and materials. Until these are returned or repossessed, the party in possession shall be solely responsible for their safe-keeping.
- 22.6 On termination of this agreement for any reason, we shall:
- (a) promptly refund such portion of the Charges (as the case may be) as relates to the period after expiry or termination on a pro rata basis;
  - (b) as soon as reasonably practicable, vacate your premises leaving them clean and tidy and removing any goods, materials or equipment belonging to us.

22.7 On termination of this agreement for any reason, you shall immediately pay any outstanding unpaid invoices and interest due to us and any fees due to any third parties. We shall submit invoices for any Services that we have supplied and third party services we have paid for, but for which no invoice has been submitted, and you shall pay these invoices immediately on receipt.

## 23. GENERAL

23.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

23.2 Except, as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23.3 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersede[s] any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

23.4 Each party acknowledges that, in entering into this agreement and the documents referred to in it do not rely on any statement, representation, assurance or warranty ("**Representation**") of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents.

23.5 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this agreement.

- 23.6 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 23.7 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 23.8 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 23.9 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.
- 23.10 No person other than a party to this agreement shall have any rights to enforce any term of this agreement.
- 23.11 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term 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.
- 23.12 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.
- 23.13 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the



parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly authorised by you or we (as the case may be).

- 23.14 Neither party shall in any circumstances be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 180 days or more, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.
- 23.15 If termination occurs under clause 23.14, all sums paid to we by you under this agreement shall be refunded to you, except that we shall be entitled to payment on a *quantum meruit* basis for all work done before termination, provided that we takes all reasonable steps to mitigate the amount due.
- 23.16 Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, or e-mail to each party required to receive the notice or communication or as otherwise specified by the relevant party by notice in writing to each other party.
- 23.17 Any notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
  - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
  - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 23.18 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 23.19 Any dispute which may arise between the parties concerning this agreement shall be determined as provided in this clause 25.
- 23.20 For the purpose of this clause 25.21 a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
- (a) unless this agreement has already been terminated by the date of the notice of dispute, we shall, in every case, continue with the Services with all due diligence regardless of the nature of the dispute and you shall continue to make payments (excluding any disputed sums) in accordance with the terms of the Agreement;
  - (b) after service of the notice of dispute, the following procedure shall be followed by the parties (all periods specified in this clause 25.21(b) shall be extendable by mutual agreement):
    - (i) within two days, the Project Manager and Your Representative shall meet to attempt to settle the dispute;
    - (ii) if the Project Manager and Your Representative are unable to reach a settlement within seven days from the date of service of the notice, the managing directors of each of the parties shall meet within the following seven days to attempt to settle the dispute; and
    - (iii) if no settlement results from the meeting specified in clause 23.20(b)(ii), for the following 28 days the parties shall attempt to settle the dispute by mediation by an independent mediator, with costs to be shared equally between the parties.
  - (c) If no settlement is reached under clause 25.21(b):
    - (i) if the dispute is of a technical nature concerning the interpretation of the Specification or any similar or related matter then such dispute shall be referred for arbitration. The arbitrator's decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his or her fees for so acting shall be borne by the parties in

equal shares unless he determines that the conduct of either party is such that such party should bear all of such fees;

- (ii) in the case of a dispute over purely legal issues, or where disposition of the legal issues would dispose of all other issues in dispute, the matter shall be brought before the English High Court in the most expeditious manner possible, and the parties agree to co-operate in the speedy conduct of such legal proceedings; and
- (iii) in any other case, the dispute shall be determined by the English High Court and the parties submit to the exclusive jurisdiction of such court for such purposes.

23.21 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23.22 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

## Schedule 1

### Part 1 Maintenance and Support

**NB: The Definitions contained in clause 1.1 of this Agreement will apply to this Schedule.**

#### 1. SUPPORTED WEBSITE

- 1.1 If requested by you, and if we agree, we will provide support and maintenance in respect of the Website, subject to the Charges and hours of work contained in your package, as specified in the Specification.
- 1.2 In relation to Maintenance Releases:
- (a) as part of the Updating Service, we shall from time to time make Maintenance Releases available to you without charge at our discretion; and
  - (b) if you fail to make arrangements for the installation of a Maintenance Release within one month of our notifying you that such Maintenance Release is available for installation, we may terminate this agreement by giving one month's written notice to you.
- 1.3 In relation to New Versions, if we release a New Version and you decide not to acquire and install such New Version, that decision shall not give rise to any right to terminate this agreement, nor shall it result in any adverse effect on the Services or the performance of our obligations under this agreement. However, if we or a third party have released a New Version since the version which forms part of the Website, and you have not, within 12 months of us having notified you that a New Version is available, acquired and installed that New Version, we may terminate this agreement by giving one month's written notice to you given at any time after the expiry of such period. Pending any such termination our obligations in respect of the Website shall be reduced accordingly to an amount agreed between us.

1.4 The price of the New Version shall be agreed in writing between us prior to installation.

## **2. THE SUPPORT SERVICE**

2.1 Support shall be provided during Normal Working Hours and shall comprise:

- (a) a telephone help desk to provide first-line technical support to users of the Website;
- (b) remote diagnosis and, where possible, correction of faults using the Website management system; and
- (c) proactive suggestions for improvements;
- (d) application integrity checking:
  - (i) hosting environment configurations;
  - (ii) content implementation/page creation;
  - (iii) bug fixes/amendments;
  - (iv) compatibility/Magento updates;
  - (v) web development;
  - (vi) additional training,

as more particularly defined in the Specification.

2.2 The following Services shall not be included under this Schedule:

- (a) Magento software upgrades;
- (b) Development time used over and above the agreed number of hours set out within the Specification.
- (c) Application migration.

2.3 Where a Non-Critical Fault is to be corrected in a forthcoming Maintenance Release, then for a reasonable period before the issue of such Maintenance Release we may decline to provide assistance in respect of that Non-Critical Fault.

- 2.4 If additional on-site support is required in any month it may be provided by us at our option at the rates set out in the Specification (as varied from time to time in accordance with this agreement).
- 2.5 In relation to the Updating Service:
- (a) we shall issue Modifications of the Website as and when required in whatever form (including, in the case of Non-critical Faults, by way of a local fix or patch of the Website or a temporary by-pass solution) in our absolute discretion;
  - (b) the Updating Service shall include the supply to you of all revisions to the Deliverables which are necessary in order to reflect any Modification acquired by you; and
  - (c) once any Modification has been installed by you, you shall return all copies of the Website or any part of the Website which is superseded by that Modification.
- 2.6 We shall have no obligation to provide the Support Services where faults arise from:
- (a) misuse, incorrect use of or damage to the Website from whatever cause (other than any act or omission of ours), including failure or fluctuation of electrical power;
  - (b) failure to maintain the necessary environmental conditions for use of the Website;
  - (c) use of the Website in combination with any equipment or Website not provided by us or not designated by us for use with any Modification forming part of the Website, or any fault in any such equipment or Website;
  - (d) relocation or installation of the Website by any person other than us or a person acting under our instructions;
  - (e) any breach of your obligations under this agreement or having the Website maintained by a third party;
  - (f) any Modification not authorised by us resulting in a departure from the Specification; or
  - (g) operator error.

- 2.7 We shall use reasonable endeavours to correct Defects notified to us by you in a timely manner appropriate to the seriousness of the circumstances and in accordance with the following procedure:
- (a) you shall promptly notify us of all Defects. Where such notification is made orally, you shall provide written confirmation (which may be sent by fax or by e-mail) of the notification within two working days;
  - (b) within two working hours of such notification, we shall acknowledge receipt of the notification and shall determine, in consultation with you, how seriously the Defect affects your operations;
  - (c) if a notified Defect halts or substantially impairs your operations which use the Website, we shall:
    - (i) start work on correcting the Defect within four hours of receipt of such notification;
    - (ii) use all reasonable efforts to correct the Defect as soon as possible; and
    - (iii) keep you informed of progress towards correction of the Defect.
  - (d) if a notified Defect, while not halting or substantially impairing your operations, causes those operations to become significantly slowed or causes substantial inconvenience, we shall commence work on correcting the Defect within 48 hours of receipt of such notification and shall use all reasonable efforts to correct the Defect as soon as possible; and
  - (e) in the case of Defects other than those specified in clause 2.7(c) and clause 2.7(d), we shall start work on correcting the Defect as soon as our workload allows and shall use commercially reasonable efforts to correct the Defect.
- 2.8 We shall use reasonable efforts to ensure the accurate migration of any data, but gives no warranties as to the completeness or accuracy of such migration. You shall be responsible for checking the accuracy and completeness of the migrated data and shall promptly give sufficient details.

## Schedule 2

### Part 1 Website Design, Development or Hosting

**NB: The Definitions contained in clause 1.1 of this Agreement will apply to this Schedule.**

#### 1. HOSTING

1.1 If requested by you, we may provide Hosting Services or Website design from time to time, in accordance with the Specification and subject to the Charges. The Services provided by us are more fully detailed in Part 2.

#### 2. YOUR RESPONSIBILITIES

You shall be responsible for the accuracy and completeness of the Materials.

#### 3. DEVELOPMENT AND ACCEPTANCE OF SITE

3.1 All sites created and provided by us are designed to work in the current version, and the version released prior to this, of the most widely used browsers. We do not guarantee the site working in all browsers.

3.2 Once we have completed the design and development of the Website we run a number of internal tests but then in accordance with the Specification, we shall run the site for acceptance by you. The procedures set out in this clause shall be repeated and any further development works agreed between us from time to time.

3.3 The tests shall test compliance of the Website. The form and detail of such tests is set out in the Specification.

3.4 Acceptance of the Website shall occur when the Website has passed the tests. We shall notify you when the tests have been passed and provide the results of the tests to you in writing.



- 3.5 If any failure to pass the tests results from a defect which is caused by an act or omission of yours, or by one of your sub-contractors or agents for whom we have no responsibility (**Non-Supplier Defect**), the Website shall be deemed to have passed the tests notwithstanding such Non-Supplier Defect. We shall provide assistance reasonably requested by you in remedying any Non-Supplier Defect by supplying additional services or products. You shall pay us in full for all such additional services and products at our then current fees and prices.
- 3.6 Acceptance of the Website shall be deemed to have taken place upon the occurrence of any of the following events:
- (a) you use any part of the Website for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or
  - (b) you unreasonably delay the start of the relevant tests or any retests for a period of seven working days from the date on which we are ready to commence running such tests or retests.

#### 4. **SITE CONTENT**

- 4.1 We shall update the Website with the Materials provided from time to time by you but no more than once in any month during the term of this Agreement. You shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) ("**Inappropriate Content**") and will indemnify us in full in the event of a breach of this clause.
- 4.2 You acknowledge that we have no control over any content placed on the Website by visitors and do not purport to monitor the content of the Website. We reserve the right to remove content from the Website where we reasonably suspect such content is Inappropriate Content. We shall notify you if we become aware of

any allegation that content in the Website may be Inappropriate Content.

- 4.3 We may include the statement "Powered by Space 48" in the Website in a form to be agreed.
- 4.4 We shall not be liable for the expiration or invalidity of any website assets.
- 4.5 Website assets are those aspects of the website which are outside our control. They shall include, but not be limited to, security certificates, domain names, web email, contracts with third party providers (e.g. finance modules), hosting agreements between you and a third party, and any contractual arrangements between you and a third party.

## **5. DOMAIN NAMES**

- 5.1 When instructed to do so we will register the domain name for the Website we have created.
- 5.2 You acknowledge that the contract for any domain name registered will be between you and the relevant third party.
- 5.3 We do not guarantee that we will be able to register any specifically requested domain name.
- 5.4 We do not give any warranty that the domain name you have requested us to register will not infringe any third party rights.
- 5.5 You are responsible for all costs incurred in registering a domain name for you.

## **6. WEBSITE AVAILABILITY**

- 6.1 We shall use reasonable endeavours to provide 99% service availability as set out in the Specification, but will have no liability for any downtime caused by:

- (a) your act or omission or that of your agents;
- (b) your computer Hardware;
- (c) any failure by you to comply with the terms of the Agreement;
- (d) a force majeure event, as defined in the Agreement;
- (e) domain name server issues outside our control; or
- (f) acts or omissions of third party providers.

6.2 We will, however, normally be available 100% of the time. Network downtime is measured from the time a trouble ticket is opened by you to the time the server can receive and transmit data.

6.3 We reserve the right to take the Website off-line to update it or fix problems at any time and will provide you with advance notice of any such update.

## **Part 2 Details of Hosting Services**

1. The hosting of the Magento or Wordpress platform will be within our dedicated hosting solution. Our hosting includes the following features:
  - (a) 99.95% network uptime guarantee;
  - (b) 100% power availability;
  - (c) 24/7/365 server monitoring; and
  - (d) Daily backups on a two week retention.
  
2. The Magento or Wordpress platform and the data contained within the associated database will be backed up on the following schedule:
  - (a) Daily incremental
  - (b) 2-week retention
  
3. If you wish to cancel the Hosting Services, you will need to notify us at least 30 days before the term is due to be renewed. We will not be liable for any costs incurred by you if you chose to move to alternative host supplier. You will be liable for any time incurred by us for helping with the move away from our server.
  
4. Web hosting companies occasionally implement changes on servers which may require minor adjustments to your website code by us. Rare "down time" or other problems which require our assistance may also occur. These changes may, at our discretion, be charged at our hourly rate of £100 plus VAT.

### **Exclusions**

7. The following are areas where we will not provide services as part of this Agreement:

- (a) Magento and Wordpress Application works of any kind (\*If you have a support contract please refer to Schedule 1 for relevant terms and conditions)
- (b) Additional IP addresses
- (c) Application migration
- (d) Development time of any kind (\*If you have a support contract please refer to Schedule 1 for relevant terms and conditions)
- (e) Issues with the Magento or Wordpress system that have not been caused by the move to our Linux Servers.
- (f) Issues that are caused by your current development partners or third party developers that have access to the site via FTP.
- (g) Magento or Wordpress down time that is occurred by anything other than Apache / MySQL conflicts.

## Schedule 3

### Part 1 SEO and Digital Marketing Services

**NB: The definitions contained in clause 1.1 of this Agreement will apply to this Schedule.**

#### 1. SERVICES

1.1 We shall:

- (a) provide the Services to include those set out in Part 2;
- (b) develop the SEO Pages in accordance with the specifications set out in the Specification;
- (c) comply with your information and IT security measures as communicated to us when performing the Services;
- (d) comply with the Brand Guidelines;
- (e) perform the Services set out in Part 2,

all in accordance with the terms of this Agreement and any other instructions provided by you with the objective of enhancing and optimising the rankings and prominence of each Website in the results pages of Internet search engines.

1.2 You acknowledge and agree that we do not guarantee first position or consistent top ten positions for any particular keyword, phrase or search term as it is solely at the discretion of the search engines themselves to list a Website.

1.3 You acknowledge that we have no control over the policies of search engines with respect to the type of websites and/or content that they accept or the way in which websites are ranked either now or in the future. As a result search engines may:

- (a) stop accepting submissions from us for an indefinite period of time with or without notice; or
- (b) cease to list a website at its discretion, however should a website not reappear within thirty (30) days of it not being listed then we

will re-optimize the applicable website based on the current policies of the relevant search engine at a cost to be agreed between us,

and we shall not be liable to you for any such actions of search engines.

- 1.4 We are not responsible for changes made to the Website by:
- (a) other parties; or
  - (b) you in choosing to link to or obtain a link from a particular website without prior consultation with us,

that adversely affects the search engine rankings of the website.

## **2. SEO PAGES CONTENT**

- 2.3 We shall include in the SEO Pages any Materials and any other content developed pursuant to the Specification.

- 2.4 In order to provide you with our SEO:

- (a) we shall send you a pre-proposal questionnaire;
- (b) we shall present a Specification;
- (c) you shall sign off the Specification;
- (d) we shall agree key words between us.

- 2.5 We warrant, represent and undertake that all content (excluding the Materials) that we develop for the Deliverables pursuant to this Agreement do not contain Unsuitable Content. We shall notify you immediately if we become aware that any content in the Deliverables may be Unsuitable Content.

### 3. ACCEPTANCE TESTS

- 3.3 Once we have completed the Services and/or the Deliverables, as the case may be where applicable, we shall carry out tests (“**Acceptance Tests**”) to check ranking and results only.

### 4. CLIENT OBLIGATIONS

Solely for the purposes of us providing the Services, you agree to provide the following:

- (a) administrative or back-end access to the Website for analysis of its content and structure;
- (b) permission for us to make changes to the Website for the purpose of optimisation;
- (c) permission for us to communicate directly with any applicable third parties connected with the Website (for example, your web designer) in order to provide the Services;
- (d) access to existing traffic statistics for the Website in order for analysis and tracking purposes; and
- (e) where the Website is lacking in textual content, you will provide additional text content in electronic format for the purpose of creating additional or richer web pages.



## Part 2 Digital Marketing Services

### Deliverables

#### 1. Website Audit & Benchmark

We will provide the following, non-exhaustive list of services relating to website audit and benchmark:

- (a) Review of the current site (onsite) looking at URL structure, navigation, Meta data, page structure, content, internal linking, calls to action, site search, images/video, filenames/downloads, site speed, tracking and goals;
- (b) Review of current site (offsite) looking at the domain age, inbound links (authority, anchor text and depth of links), indexed pages, Google Universal exposure and selected competitor information;
- (c) Production of a prioritised list of both onsite and offsite recommendations which will need to be carried out either by you, your web design/development agency or by us;
- (d) There will also follow a benchmark initial report document. This will note down the current site tracking statistics and for a basis for future monthly reports to determine campaign progress and seasonal trends.

#### 2. Keyword Research Report

This provides list of keywords that can bring highest volume of relevant traffic to the Website along with their search volume as well as benchmarks the position within the search engines of your site at the commencement of the campaign.

#### 3. SEM (Search Engine Management) Analysis & Reporting

We will continuously monitor the effectiveness of our SEM campaign and send you traffic and rankings reports monthly if required under the Specification.

### Services

#### **4. On-Site Optimisation**

We try to fix all the issues we have identified during Website audit, so that the Website works for your business and is able to convert relevant traffic into sales or leads. However this may require additional development work which will need to be charged outside of the contract and will be quoted for separately. As part of the SEM work we will modify the title tags, Meta tags, contents and other on-page factors (not code) of your Website to make it relevant to search engines (Google, Yahoo and Bing) for targeted keywords.

#### **5. Pay Per Click Campaign Management**

We will monitor and amend the Pay per Click (PPC) campaign in order to improve the click through rate of the campaign which in turn improves traffic and ultimately the conversion rate of the campaign, allowing for a better return on investment (ROI).

#### **6. Off-Site Optimisation**

We acquire/request/buy links from vast array of Websites to improve the ranking potential of your Website in search engines and to rank for targeted keyword phrases. We develop and promote content (press releases, articles, blogs, link bait etc.) which help in getting additional traffic and links to your site and also helps in improving the conversion rate.