

Service Level Agreement (SLA)

FOR WEBPURITY LIMITED (Company no. 05332207) BY TICKING THE BOX AND CLICKING THE SIGN UP BUTTON OR MAKING PAYMENTS TO WEBPURITY LIMITED IN REFERENCE TO YOUR WEBSITE YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "THE CLIENT" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED AND MAY NOT USE THE SERVICE.

This Service Level Agreement is made between:

- A **WEBPURITY LIMITED** a company incorporated in [England & Wales] (registration number [5332207]) whose registered office and trading address is at Bristol & West House, Post Office Road, Bournemouth BH11BL ('the Consultancy'), and
- B Person or legal entity represented by the person accepting these terms ('the Client').

The Consultancy agrees to supply and the Client agrees to engage the Consultancy's Services on the following terms:

1. Nature of this Agreement

- 1.1. This is a Service Level Agreement, and defines the terms under which the Consultancy will undertake such Services for the Client as may be agreed between the parties from time to time.
- 1.2. A contract formed on the basis of a Schedule referencing these terms is governed only by these terms and by no others, except where both parties expressly agree in writing. In particular, it is agreed that any Purchase Order or other such document from the Client is intended for the Client's own administrative purposes only and that notwithstanding its wording, neither a Purchase Order nor its content will have any legal effect. Save to the extent expressly provided, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 1.3. Either party may request change to the nature or scope of Services covered by a Schedule. Any such request shall be sufficiently detailed to enable the other party to assess the impact of the proposed change. No such change will become effective until agreed in writing between the parties.
- 1.4. This Agreement is not exclusive; the Consultancy is and remains at liberty to also provide services to third parties, and the Client is and remains at liberty to engage services (including similar services) from third parties. The Consultancy reserves the right to decline to provide any advice and assistance outside the scope of the Services

as specified in Schedules agreed between the parties, even if the Consultancy may previously have provided such additional advice and assistance.

2. Services

- 2.1. The Consultancy will provide Services as agreed from time to time in Schedules, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care.
- 2.2. As an independent professional, the Consultancy will not be subject to direction or control, and itself accepts the responsibility for the proper provision of Services. It is the Consultancy's responsibility to maintain adequate Professional Indemnity, Employer's Liability, and Public Liability insurance.
- 2.3. The Consultancy is responsible for maintaining reasonable continuity in personnel providing Services on its behalf, but reserves the right in its sole discretion to make changes from time to time; no additional charge will be made for any handover period, and the Consultancy remains responsible for Services performed by any individual on its behalf. Where the Consultancy's charges are on a time and materials basis, or where any individual who will provide Services is named in a Schedule, it is the Consultancy's responsibility to ensure that the relevant skills and experience of any replacement personnel remain commensurate with the fee rates charged.
- 2.4. It is the Client's responsibility to afford the Consultancy with such access and staff cooperation as the Consultancy may reasonably require for the proper performance of any Services.

3. Copyright and Intellectual Property Rights

- 3.1. 'Deliverable' means a work produced by the Consultancy in the course of Services for delivery to the Client. Where pre-existing works are incorporated in any Deliverable, the Client has non-exclusive irrevocable world-wide royalty free licence to use modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable pass to the Client upon payment of all fees due to the Consultancy which relate to that Deliverable.
- 3.2. The Client is responsible for ensuring any elements of text, graphics, photos, designs, trademarks or other materials supplied to the Consultancy as part of a Deliverable are owned by the Client or that the Client has permission from the rightful owner to use each of these elements and the Consultancy's use of such materials shall not infringe the intellectual property rights of any third party.
- 3.3. The Consultancy will indemnify the Client against infringement of third party rights by a Deliverable, provided that the Client notifies the Consultancy of any relevant third party rights promptly on such rights becoming known to or suspected by the Client.

4. Charges and Payment

Services are invoiced and paid for on an agreed fixed monthly fee as outlined in the Schedule.

- 4.1. Deliverables which are not covered by the Schedule can be deemed Out Of Scope by the Consultancy. Under these circumstances an Estimate will be provided to inform the Client of the additional costs and timescales involved.
- 4.2. Estimates are subject to change if based on incorrect information provided by the Client, or if any specified dependencies / facilities are not available on time.
- 4.3. All sums due shall be invoiced and paid as specified in the applicable Schedule. The Client will pay the Consultancy's invoices within 7 days, plus VAT. Unless otherwise specified, where payment is on a time and materials basis, the Consultancy may invoice monthly.
- 4.4. If any of the Consultancy's invoices becomes overdue, the Consultancy may suspend provision of Services, and any agreed timescale will be automatically extended; the Consultancy may also terminate this Agreement and any current Schedule for material breach whilst any payment is more than 28 days overdue.

5. Liability

Each party expressly excludes liability for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded. Neither party excludes or limits liability for death or personal injury.

6. Termination

- 6.1. Either party may terminate this Agreement at any time when there is no current Schedule, by one month's written notice.
- 6.2. Either party may terminate this Agreement and any current Schedule at any time if the other is in material breach or if the other becomes insolvent, by one month's written notice.
- 6.3. Any rights or obligations of a continuing nature shall survive termination.

7. Force Majeure

If either party is obstructed in performing any of its obligations under a Schedule by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. Whilst performance is suspended and has been so for more than 7 days, either party may terminate the Schedule by immediate written notice.

8. Staff obligations and third party rights

- 8.1. Each party solely retains all the responsibilities and rights of an employer towards and in relation to its own employees. Neither party second its employees to the other. Each party will indemnify the other against any claims brought by or in relation to its own employees, whether such claims relate to employment, tax, national insurance, or otherwise.
- 8.2. Neither party will employ, engage, or otherwise solicit any person who during the previous 3 months was an employee or sub-contractor of the other and with whom

such party had material contact in connection with Services performed under any Schedule, until 3 months after that Schedule has terminated.

8.3. No third party rights are intended to be conferred or created by this Agreement or any Schedule.

9. Confidentiality

Unless the parties have signed a separate agreement containing more specific provisions in relation to confidentiality (in which case the provisions of such agreement will continue to apply in lieu of this clause), each party will keep any confidential information disclosed by the other secret. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of this Agreement. This obligation does not apply to (i) information known to the receiver before disclosure by the other party, or (ii) information which becomes public knowledge without fault on the part of the receiver, or (iii) disclosures made to the extent required by some applicable legal or regulatory requirement.

10. Notices

Any notice to be given by either party to the other shall be in writing and may be sent by email or post and shall be deemed to be served on the day of posting.

11. Law

These terms are governed by the laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising.