



TEKNOBU

TERMS AND CONDITIONS

I the client's signatory name as signed on the reverse have the authority to execute this document on behalf of the Client Company named overleaf. The Client Company and I agree to be bound fully by the covenants specified on this Agreement and any attachments herein, including but not limited to the Copyright Warranty Agreement and Hosting Service terms. Under the terms and conditions of this agreement TEKNOBU LTD (TEKNOBU) and the Client agree as follows:

1. Invoice and Payment of Fees Terms

- 1.1. This agreement represents the order for all services and development costs herein. This agreement shall have a term of three years unless otherwise specified on the signed order form.
- 1.2. The Client shall pay for all Solutions, Services and any other costs specified in this Agreement and in the attached Proposal. The schedule of payments will be as detailed in the proposal and order form.
- 1.3. TEKNOBU will invoice the Client for hosting fees as agreed in this agreement and attached order form. The hosting fee is payable to the TEKNOBU one month in advance of the first month when hosting begins. Hosting is due upon the receipt of invoice.
- 1.4. Any additions, changes, upgrades or enhancements outside the specifications of this Agreement and attached Proposal are exclusive of this agreement and subject to a separate agreement and charges. Changes during the project shall be subject to a change control procedure and delivered using the rates specified in the proposal.
- 1.5. Third Party Service Providers may update their service, processors and products from time to time affecting the functionality of the Client's complete Internet Solution post completion. These changes are beyond the TEKNOBU control. Upon fulfillment of the Internet Solution Proposal outlined herein, TEKNOBU under this agreement shall not be responsible to upgrade or modify the Internet Solution to comply with such updates. Any such upgrades are subject to a new Agreement with applicable fees.
- 1.6. The Client shall be invoiced on a monthly or annual basis for Consultancy, Maintenance Services, Subscription Fees, SAAS Payments and MSP as outlined under these terms and conditions. The Client agrees to make payment upon receiving an invoice and understands that services may be suspended or terminated upon non-payment.
- 1.7. The Client acknowledges and agrees that TEKNOBU reserves the right to change Monthly Fees for third party services at any time providing 30 Days Notice.
- 1.8. Time for payment shall be 30 days from invoice date and any failure to pay shall entitle TEKNOBU at their option to treat any contract as repudiated by the Client, or to delay the provision of further services until paid (in addition to any other remedy);
- 1.9. If payment is not made by the due date, then the Client will pay:
 - 1.9.1. Interest at 5% above the Bank of England base rate
 - 1.9.2. Compensation/debt collection costs as prescribed under the Late Payment of Commercial Debts Regulations 2002 based upon the amount outstanding (which are currently as follows: debt up to £999.99 - £40, debts £1000 to £9,999.99 - £70, debts of £10,000 and over - £100)

2. Internet Solution Development, Consulting Services, Maintenance & Delivery Terms

- 2.1. The Client acknowledges and agrees that TEKNOBU may provide websites to other businesses including those in the same or similar line of business as the Client. TEKNOBU will respect any IP developed specifically for and owned by the Client.
- 2.2. Websites & Software production timelines may vary due to many dependencies including but not exclusive to, delay of client input and approvals at each stage of the development process. Client changes to the scope of the project may also delay timelines and could be subject to additional charges not outlined herein this agreement. TEKNOBU reserves the right to restrict all changes to the Proposal until after this agreement and the attached proposal have been fulfilled in order to deliver the Solution to the Client in a timely manner.
- 2.3. In no event shall TEKNOBU or its agents, be liable to the Client for any damages, whether direct, indirect, consequential, exemplary, punitive or otherwise, arising out of any service defined and proposed by the Client but provided or arranged by TEKNOBU. TEKNOBU shall not be liable for any error, omission, defect or deficiency in any service or solution, which may result from, but not exclusive to, the Client's failure to provide complete, accurate and current information to TEKNOBU.
- 2.4. With the exception of trademarked, copyrighted or other proprietary information regarding pictures, images or logos that directly identify the Client, the Client grants to TEKNOBU LTD an indefinite, irrevocable, royalty-free, unrestricted right to use, modify and maintain content provided by the Client on the Client's website while Hosted with TEKNOBU.
- 2.5. The Client agrees to be solely responsible for the content of its website and accuracy of all information provided.
- 2.6. The Client agrees that TEKNOBU has fulfilled the Website, Software and/or Internet Solution outlined in the Proposal upon Final Client sign-off and completion of the 30 day warranty period as set out in the proposal.
- 2.7. The Client owns 100% of the Internet Solution as developed and provided by TEKNOBU. The Client agrees to hold no ownership rights to web and software development code of Leased or Subscription Solutions, Services such as, but not limited to TekStack, Tekchat, Your Data, External News Feeds which are incorporated into the solution.
- 2.8. Web design and software projects will include the provision of 1 initial site design which can then be revised up to a maximum of 3 times. Upon approval of the design, this will be used as the basis for creating the remainder of your website, the remaining pages may have differing functionality and images as agreed within your proposal. Any changes required over and above the number of revision stated, or changes to the approved design will be subject to our normal hourly rate as detailed in the proposal.
- 2.9. Links on third party websites purchased on behalf of clients are subject to a 15% surcharge to cover administration costs. This will be deducted from any link budget provided by the client before purchases are made.
- 2.10. We only support the latest browsers, if support is required for old browser configurations a surcharge of 15% - 30% of the cost of the development project will be imposed.
- 2.11. Equipment delivery charges will be claimed a month in arrears when we have been invoiced.

3. Hosting and Extended Services Terms

- 3.1. Under no circumstances shall TEKNOBU or its agents be liable to the Client for any network interruptions beyond TEKNOBU control, including without limitation, any downtime regarding computer servers or interruption of Internet Service Providers.
- 3.2. TEKNOBU reserves the right to control and restrict any content on the Client's website or software application and shall have sole discretion to terminate Hosting and Extended Services, without advance notice due to any information deemed by TEKNOBU as illegal, tortuous, false, misleading, fraudulent, libelous, immoral, offensive or are unlawful or violates any applicable local, state, national or international law, ordinance or regulation having the force of law or by-law. The client acknowledges that the terms and conditions relating to the hosting of the site with our third-party hosting partner may vary over time. The client also accepts that if no acceptable hosting alternative can be identified the hosting partner's revised terms and conditions will become applicable.
- 3.3. TEKNOBU LTD will provide reasonable levels of hosting resources, including cloud storage and bandwidth to the Client. If TEKNOBU deems that resource utilisation by the Client is more than what TEKNOBU deems reasonable the issue will be discussed with the client and an appropriate solution agreed. Following the discussion TEKNOBU reserves the right to levy additional hosting fees or terminate the hosting services component of this agreement upon providing the Client with 30 days written notice.
- 3.4. The Client agrees to provide TEKNOBU 90 (Ninety) day written notice to terminate hosting or other services provided monthly.
- 3.5. The Client agrees that TEKNOBU reserves the right to terminate Hosting and or Extended Services without advance notice if the Client's web solution is detrimental to the Hosting environment including acts of Spam or if the web solution negatively affects server performance or other web solutions on the Hosting environment. TEKNOBU LTD will endeavor to give as much notice as possible in the event of such a situation so that alternative hosting arrangements can be secured. The client recognises that in some instances advance notice may not be possible.

4. Copyright Warranty Agreement Terms

- 4.1. The Client represents and warrants that: (a) the use, as contemplated by this Agreement, of the material supplied by the Client as described in the Attached Proposal shall not infringe any copyright, trademark, trade secret or other third party proprietary right; and: (b) there is no impediment to the Client's performance of its obligations under the terms of this agreement.

5. Interpretation of Agreement Terms

- 5.1. In the event of default under this Agreement, TEKNOBU shall have the right to terminate this Agreement and to terminate hosting of the Client's website and any other services. The Client shall have no right to a refund of any kind and will be responsible for all costs and legal fees incurred by TEKNOBU in connection with Client's breach of this Agreement. Any development work already completed by TEKNOBU and paid for by the Client will be provided to the Client via The Cloud Transfer or Shared Drive.
- 5.2. The Client agrees to hold TEKNOBU or its agents harmless from and against any and all claims and damages, expenses or liability that arise from or in connection with the Client's website, content or activities, including but not limited to, any legal fees incurred by TEKNOBU. The Client, at its own cost and expense, shall defend any and all actions, which may be brought by TEKNOBU. The Client's failure to perform under the terms of this paragraph shall be deemed a waiver of any and all claims, demands for remedies, or causes of action, including specific performance, which the Client might otherwise have against TEKNOBU or its agents.
- 5.3. Clause 5.2 does not apply to any claims relating to content on the client's website that was specifically generated, added at the request of, and/or approved by TEKNOBU.
- 5.4. TEKNOBU or its agents will not be liable for lost profits, lost opportunities, indirect, incidental or consequential damages of the Client under any circumstance.
- 5.5. This Agreement shall be interpreted and construed under English law. The parties agree that any action brought by either party against the other shall be brought in England and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.
- 5.6. No right or remedy conferred upon or reserved by TEKNOBU is intended, and shall not be deemed, to be exclusive of any other right or remedy provided or permitted herein, by law or by equity, but each right or remedy shall be cumulative of every other right or remedy.