

REACH DIGITAL SERVICE LEVEL AGREEMENT (page 1 of 5)

The following document outlines the working practices operated by Reach Digital (the agency) and the standards of service offered to clients.

Agency Responsibilities

This agreement sets out clearly what you have a right to expect from Reach Digital as your on-line agency. Equally it explains the limits of our liability and responsibility.

This agreement forms part of our commitment to transparency and openness that we believe is vital to any business relationship. By clarifying entitlements and responsibilities up front it also helps to streamline projects and ensure their timely delivery.

We are delighted you have chosen us to support you with your on-line marketing and can promise you service of the highest standard for as long as you need it.

Please don't hesitate to contact me if you have any queries regarding the agreement.

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Creative Director

Reach Digital

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Service Level Agreement

1. Definitions

1.1 Hosting Provider Company refers to the specialist companies, such as Rackspace and 1&1 from whom Reach Digital contract their Dedicated Web Servers.

1.2 A Project can be any digital based service provided by Reach Digital to the Customer. (Examples include web design and development, content management systems, email marketing, social media branding, search engine optimisation work and hosting)

1.3 "Frustrates" is a term used to describe a situation in which one party to a contract acts in such 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 Reach Digital and the Customer, which will be based on the terms and conditions contained within this Service Level Agreement.

2. Abbreviations

2.1 Reach stands for Reach Digital.

2.2 SLA stands for Service Level Agreement.

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 Reach Customers unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between Reach and the Customer.

4. Estimates

4.1 Reach 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 outset.

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

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

5. Fixed Price Quotations

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

6. Variations

6.1 The value of work included in a fixed price quotation, that is not undertaken due to subsequent agreement with the client, 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, will be valued and added to the final project sum.

6.3 Reach does not accept liability where delays in reaching a deadline are caused by the customer for example in the supplying of essential content and/or sign off for work to continue

7. Copyright

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

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

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

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. Reach will not reuse customer written content or images without the express permission of the customer.

8. Hourly Rate Charges

8.1 Reach 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 Reach standard hourly rate, unless a different hourly rate has otherwise been agreed in writing.

8.2 Reach 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 Reach use high performance dedicated web servers hosted by first class HPC's, such as Rackspace and 1&1.

9.2 Our Rackspace dedicated server hosts all of our live sites and has unlimited bandwidth and an uptime performance of 99.9%. Our 1&1 dedicated server hosts all of our test sites and has unlimited bandwidth and an uptime performance of 99.99%.

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

9.4 Reach will use their best endeavors, 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 Reach 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 Reach keep local weekly backups of all customer test website files and SQL databases and in the unlikely event of a hard drive failure or other technical failure with the dedicated web server will restore the website as quick as possible on a new or repaired web server.

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

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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 if they are not present in the back up files as outlined in clause 9.6 and 9.7.

9.9 Reach utilise various backup processes on their dedicated servers for all website folders and files and may, therefore, be able to save customers the need to re-upload files in accordance with clause 9.8. This is not guaranteed by Reach 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 Reach 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 Reach or the HPC the time expended by Reach will be charged to the Customer in accordance with clause 8.

9.13 Reach will invoice for Hosting on an annual basis, yearly in advance. Invoices will be raised approximately 5 days prior to the commencement date.

10. Email

10.1 Reach will setup customer's email within the hosting of a live site and charge a fixed amount for doing this.

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

10.3 Reach employs an IT consultant who can investigate any IT related problems on behalf of Reach for the Customer, should the Customer require IT support. Reach will agree the hourly rate of this with the customer and if accepted, provide the IT consultant with the Customer's contact details and invoice the charge to the Customer once work is complete.

11. Website Services

11.1 Reach will offer to customers third party services such as those offered by Google to enhance the performance of their websites. Reach may include in quotations the setup and maintenance of such third party services. Reach 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 Reach will design websites to perform well with search engines of Google and Bing and will recommend additional optimisation techniques to the customer should they wish to achieve high rankings.

12.2 Reach accepts no responsibility or liability to the customer for the rankings achieved or how such rankings may vary over time if the customer chooses not to request or undertake additional optimisation work.

13. Invoicing & Payment

13.1 Reach standard payment terms are 30 days from the date of invoice.

13.2 Reach 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 Reach will ensure that the specification quoted for to the customer works as intended for a maximum time period of one year. In the event that the customer reports that some part of the specification is not functioning correctly then Reach will investigate this and take corrective action at no expense to the customer. For correcting performance actions after one year, the Customer will be charged in accordance clause (8), Reach Hourly Rate Charges if the work required takes 0 to 15 minutes.

14.2 After two years, Reach recommends a review is carried out on the Customer's project after which updates and upgrades can be proposed to the Customer with estimations of cost.

14.3 In the event that the customer reports an issue which is related to a matter that falls outside of the project specification then Reach 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 Reach 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 by anyone other than Reach.

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 Reach 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 a hosting subscription invoice within 30 days of the due date, i.e. 44 days after the invoice date, then Reach reserve the right to turn off any website hosting until such time as the invoice is paid in full.

16.3 In the event that the customer becomes insolvent or goes in to liquidation Reach 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.

16.4 In the event that a customer "frustrates" the progress of a project contract with Reach then Reach 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 Reach will have the right to terminate the contract. Reach will invoice the Customer for the full value of works carried out to-date.