



Support & Maintenance

We want to make it as easy as possible for you to be able to get up and running with your new website and this invariably requires an element of help and support from us during the first few weeks of launch.

Each new website that we design and build comes with a free thirty day support package that means that you are covered initially for anything that wasn't previously taken into account and to update and tweak the site. But what happens after the thirty days have expired following the launch and sign off of your new site?

We offer a range of support packages and contracts to suit all site types and budgets.

“Next business day support for all your website maintenance and development needs”

If your site is largely static with very few updates, then signing up for a contract is probably not for you – don't worry though, we will deal with your requirements on a job by job basis, quoting in advance, receiving a purchase order, booking it in to the studio (a minimum of three days after receipt of a purchase order) and delivering your requirements within a reasonable timescale – depending on the availability

SUPPORT

of our studio and the extent of your requirements.

At the other end of the scale, your site may require constant attention and support from us, with ongoing assistance in terms of design and further developing your site and system. You may require a more immediate turnaround and not want to spend time specifying, agreeing prices, raising purchase orders and waiting for our team to become available – and when that is the case a rolling contract with our team spending a set number of hours dedicated to your site and project can be the ideal solution.

We do also offer an 'in between' option, which allows you to bulk purchase studio time in advance – giving you the benefits of immediate turnaround without the obligatory commitments of a support contract and further information on all of these options is available in this document.

“Creating a new business meant that we needed a completely new website and a fairly complex bespoke booking system to match it, the team at Addictivity understood us, helped and supported us through every step and produced an amazing website that we are extremely happy with and we get compliments on all the time.”

Robert Rowland, BOOM! Cycle

Why You Might Need Support

It goes without saying that all our bespoke systems are easy to use by their very nature and with our initial free thirty day support package you may well be covered. However – we like to give our clients the option to take it a step further than that.

Working within such a fast moving and ever evolving medium as the web means that our clients often want to be top of our list in terms of ongoing updates and maintenance work.



As a relatively small agency, Addictivity have specific team members dedicated to supporting our existing clients and so offer a range of support packs and contracts that really will make your requirements our number one priority.

We also offer discounts for clients bulk purchasing support packages or signing up to monthly contracts and the more support you require, the more value for money you will receive.

Benefits of a Retainer

- No estimating – we simply get on with the work
- No purchase orders required – we simply get on with the work
- No waiting for studio time to become available (there will be a minimum of three working days time required to book in your requirements without a contract or pack).
- Monthly retainers allow you to forecast your website budget
- Discounts on bulk requirements
- The retainer covers everything from adding or managing content through to adding new features and functionality

Our Support Contracts

We have four levels of support and maintenance contracts to suit sites of all sizes. Each of them give you access to our dedicated design and development support team and work on a three-month rolling contract from the date you place the order. Please note that only three months notice is required to exit an agreement and that you will receive thirty days payment terms on each of these options.

With clients that sign up for a retainer contract, we aim to have the work completed within one business day where possible (depending on the scale of the requirement – not even we can do four days work in one – though we often try!). Wherever this is not possible, we always advise in advance and commit to a confirmed delivery time.

Basic Support & Maintenance

- 4 hours a month £300 +VAT (£75 an hour)
- Next business day delivery (where possible)
- Rolling three month contract
- 30 day payment terms

MAINTENANCE



Plus Support & Maintenance

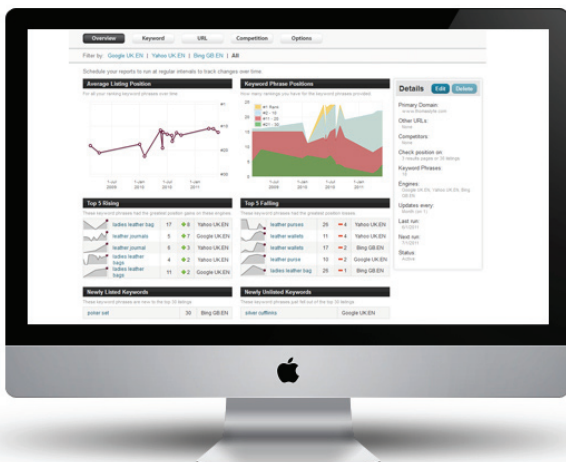
- 8 hours (1 day) a month £550 +VAT (£68.75 an hour)
- Next business day delivery (where possible)
- Rolling three month contract
- 30 day payment terms

Professional Support & Maintenance

- 16 hours (2 days) a month £1,000 +VAT (£62.50 an hour)
- Next business day delivery (where possible)
- Rolling three month contract
- 30 day payment terms

Ultimate Support & Maintenance

- 32 hours (4 days) a month £1,750 +VAT (£62.50 an hour)
- Next business day delivery (where possible)
- Rolling three month contract
- 30 day payment terms



Our Support Packs

If you don't want to commit to a rolling contract, or if you are unsure of how much time you might use up then it is worth considering an interim support pack.

Our support packs give you the same benefits as our support contracts, but you bulk purchase blocks of our support studio time which have an unlimited use by date.

This means that it makes no difference if it takes you one week or ten years to use up all your support hours they will be sitting in store for you when you do need them.

Support & Maintenance 8 Pack

- 8 hour pack (1 day) is £550 +VAT
- Unlimited end use date
- Next business day delivery (where possible)
- 30 day payment terms

Support & Maintenance 16 Pack

- 16 hour pack (2 days) is £1,000 +VAT
- Unlimited end use date
- Next business day delivery (where possible)
- 30 day payment terms

If your site needs very little support or maintenance, and you are prepared to wait for our quoting and booking process before your changes can be implemented then our standard 'by the hour' support service applies.

Pay by the Hour

- We enforce a minimum charge of £75 + VAT
- Each job will be quoted for individually.
- Studio time will be booked in for a minimum of three days following receipt of a purchase order.
- Immediate payment terms upon completion

How It Works

Requesting support once your site is live is simple. Firstly – you need to register with our online support system. There is a link at the top of our website, but you can also click here to register:

<http://addictivity.zendesk.com/>

Once your registration has been approved you and any of your colleagues or team members will have access to the system.

Whenever you submit a support request through this system, our whole support team is alerted and depending on the level of support you have selected will be dealt with accordingly. Your support request will be allocated a specific ticket allowing us both to track and manage individual requests until they are fully resolved and both parties are happy to mark them as complete.

What To Do Next?

To place your order, just print out this document, indicate which contract or pack you require in the area opposite, then sign and return this document:

Yes I would Like a Support & Maintenance Contract

Support & Maintenance Monthly Contracts

- Basic Support - £300 +VAT per month
- Plus Support - £550 +VAT per month
- Professional Support - £1,000 +VAT per month
- Ultimate Support - £1,750 +VAT per month

Support & Maintenance Packs

- Support Pack 8 - £550 +VAT
- Support Pack 16 - £1,000 +VAT

Standard By the Hour
Support & Maintenance

- By the hour - £75 +VAT

Customer Agreement

I agree to the terms & conditions below

Company Name: _____

Customer Name: _____

Customer Signature _____

Date: _____

 **addictivity**
website design agency

Terms & Conditions

[Addictivity is a trading name of Element 10 Limited]

All services provided by Addictivity to the Customer are subject to the following terms and conditions:

Addictivity is a trading name of Element 10 Ltd, company number: 04950164

1. Acceptance.

A copy of these terms and conditions must be signed by all new customers requesting support work from Addictivity, indicating agreement to and acceptance of these Terms and Conditions.

2. Charges.

Support contracts are charged on a monthly basis in advance on 30 day terms. Support packs have to be paid for in advance with immediate payment terms. By the hour support is charged after completing the work with immediate payment terms.

Addictivity reserves the right to change the rates for ongoing maintenance and support services within reason with ten (10) working days advance notification to the Customer. Payment for services is due by direct bank transfer with all our bank details present on every invoice.

3. Customer Review.

Addictivity will provide the Customer with an opportunity to review the appearance and content of web site materials at each stage of any support, maintenance or development once they are completed. Such materials will be deemed to be accepted and officially approved, unless the Customer notifies Addictivity otherwise within fifteen (15) days of the date the materials are made available to the Customer. If there is a need for further work outside of the support agreement this will be advised for approval before commencing the work, any such work will be chargeable at the designated rate of £550 per day or £75 per hour.

4. Turnaround Time.

Addictivity will attempt to turnaround support and maintenance requests within one business day if possible, or if not within a reasonable number of days from the date the request is received from the Customer, unless a delay is specifically requested by the Customer.

5. Payment.

Accounts that remain unpaid fourteen (14) days after the due date of the invoice will be assessed a service charge in the amount of five per cent (5%) per month of the total amount due. If there is a cause to pass the debt onto the Debt Collectors there will be an additional charge of ten per cent (10%).

6. Default.

Accounts unpaid fourteen (14) days after the due date of invoice will be considered in default. If the Customer in default maintains any information or files on Addictivity web space, Addictivity will, at its discretion, remove all such material from its web space. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges assessed to the Customer's account. Cheques returned for insufficient funds will be assessed a return charge of £25 and the Customer's account will immediately be considered to be in default until full payment is received. Customers with accounts in default agree to pay Addictivity reasonable expenses, including legal fees, costs for collection by third-party agencies and any further costs incurred by Addictivity in enforcing these Terms and Conditions.

7. Termination.

Termination of services by the Customer must be requested in a written notice sent to our office address 20 Broadwick Street, London, W1F 8HT and will be effective within ninety (90) days of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Customer will be invoiced for work completed to the date of first notice of cancellation for payment in full.

8. Legal Restrictions.

Addictivity services may be used for lawful purposes only. Submission, transmission, or maintenance of any information or materials in violation of any UK and Welsh Common Law and Statute and/or regulations, is prohibited. This includes, but is not limited to, material legally judged to be threatening or obscene. Addictivity reserves the right to refuse service to the Customer without providing reason or cause.

LEGAL BIT

9. Copyright.

Customers retain the copyright to data, files and graphic logos provided by the Customer, and grant Addictivity the rights to publish and use such material. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting Addictivity permission and rights for use of the same and agrees to indemnify and hold harmless Addictivity from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions. Every contract for web site support and maintenance shall be regarded as a guarantee by the Customer to Addictivity that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

10. Standard Media Delivery.

Unless otherwise specified in the attached project proposal, this Agreement assumes that all text will be provided by the Customer in electronic format (ASCII text files delivered on floppy disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .psd, .gif, .jpeg or .tiff format. Additional expenses may be incurred and will be invoiced accordingly for corrective work, conversion of media or outside facility charges. Although every reasonable attempt shall be made by Addictivity to return to the Customer any images or printed material provided for use in creation of the Customer's web site, such return cannot be guaranteed.

11. External Sources.

External third party systems that we need to integrate with will not be part of any fixed price quote agreed with Addictivity. All third party integration work will be charged for on a pay for time basis. Addictivity will give an estimate for the time required at the point of submitting a proposal, but will charge for the time taken to integrate any third party software. Examples being xml/rss feed integration or bespoke integration using API's for third party software systems.

12. Publishing Rights.

Unless specifically asked not to, Addictivity retains the right to publish information about the clients project on Addictivity's website and social channels, including but not restricted to news, updates, details of the project including visuals of the design to be included in our portfolio.

13. Intellectual Property.

The copyright in any methodologies and technologies provided by the Developer for the Project shall remain in the Developer or its licensors. All Intellectual Property rights created, whether alone or jointly, by the Developer in connection with the Project shall by way of present and future assignment be assigned with full title guarantee to the Client.

13.1 The Developer grants the Client a royalty-free, worldwide, non-exclusive licence to use and modify any methodologies and technologies provided by the Developer.

13.2 The Developer waives any moral rights as defined in sections 77 to 83 of the Copyright, Designs and Patents Act 1988 subsisting in any copyright work created for the Client under this Agreement.

13.3 Nothing in this Agreement shall be taken to prevent the Developer from using any expertise acquired or developed during the performance of this Agreement in the provision of services for other companies or on its own behalf.

14. Access Requirements.

If the Customer's web site is to be installed on a third-party server, Addictivity must be granted temporary read/write access to the Customer's storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

15. Post-Placement Alterations.

Addictivity cannot accept responsibility for any alterations caused by a third party occurring to the Customer's pages once installed. Such alterations include, but are not limited to additions, modifications, or deletions.

16. Warranties.

16.1 Each party warrants to the other that it has the full right, power and authority to enter into and perform this Agreement and has not entered into any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this Agreement.

16.2 The Client warrants that it has sufficient rights (including Intellectual Property Rights) in the Client Content to grant to the Developer the rights set out in this Agreement and has obtained and will maintain and renew, as appropriate, all necessary licences, authorisations and consents which are necessary for the Developer to provide the Project.

16.3 The Developer warrants that it has sufficient rights (including Intellectual Property Rights) in and relating to the Project to grant to the Client the rights set out in this Agreement and has obtained and will maintain and renew, as appropriate, all necessary licences, authorisations and consents which are necessary for the Client to make commercial use of the Project.

16.4 Except as expressly provided this Agreement, each party expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

17. Indemnity.

The Customer agrees to indemnify and hold harmless Addictivity from any and all claims resulting from the Customer's unlawful or improper use of Addictivity services which cause damage to the Customer or a third party.

Each party shall indemnify and keep the other party fully and effectively indemnified on demand against any liability, damage, expense, claim or cost (including reasonable legal costs and expenses) suffered by the other party as a result of any breach by the first party of the warranties set out in this Agreement.

17.1 To take the benefit of an indemnity, that party shall: (i) notify the other party promptly in writing and in any event within ten (10) business days of first learning of any such claim, lawsuit, action or proceeding; (ii) consent to the other party having the sole authority to control the defence and/or settlement of any such claim, lawsuit, action or proceeding; and (iii) provide reasonable co-operation and assistance to the other party, at that party's expense, in defending any such claim, lawsuit, action or proceeding.

18. Limitation of Liability.

18.1 Save as provided in clauses 23.1, 23.2 and 23.3, neither party shall be liable in contract, tort (including negligence) or otherwise arising in connection with this Agreement for: (i) consequential, indirect or special loss or damage; or (ii) any loss of goodwill or reputation; or (iii) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings) in each case, even if the relevant party has been advised of the possibility of such loss or damage and howsoever incurred.

18.2 Save for clauses 23.1 and 24.3, both parties agree that the maximum liability of either party in contract, tort (including negligence) or otherwise arising in connection with this Agreement shall be limited [£250,000]/[to twice the aggregate Fees and Support Fees paid or payable by the Client or £10,000, whichever is the greater].

18.3 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees acting in the course of their duties.

19. Support Time and Roll Overs.

Addictivity will track all time spent on the clients support and maintenance each month. Any time not used can be carried over to next month and be used for a period of up to 90 days. After than time the support and maintenance roll over expires.

20. Force Majeure.

Either party will not be liable for any failure or delay in performing its obligations under this Agreement to the extent that this failure or delay is the result of any cause or circumstance beyond the reasonable control of that party including but not limited to acts of god, war, civil commotion or industrial dispute and that failure could not have been prevented or overcome by that party acting reasonably and prudently. If either party is prevented from performing its obligations for a period exceeding six (6) months due to Force Majeure then the other party may terminate this Agreement on one month's written notice.

21. General.

These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted, save only for any exceptions specifically outlined in the attached project proposal. The Customer's signature below constitutes agreement to and acceptance of these Terms and Conditions. Addictivity reserves the right to change the terms and conditions of the acceptance of future orders for authorising and placement of the Customer's pages.

22. Governing Law.

This Agreement shall be governed by the laws of England and Wales, which shall claim venue and jurisdiction for any legal motion or claim arising from this Agreement.

"We were reassured by the prompt, friendly and professional way that the team at Addictivity handled our initial enquiries and felt that of all the potential suppliers, Addictivity had best understood our product, brand and overall requirement. I would not hesitate to use Addictivity's services again in future."

Lucy Yu, Chief Operating Officer, TouchType



ADDICTIVITY

