

Master Services Agreement

Web Design & Development Services

Version: 1.5 - Last Updated: 8th June 2020

This Master Services Agreement, consisting of this MSA Details and Terms and Conditions, forms a framework agreement under which statement of works can be agreed from time to time for Edge Digital's provision of marketing related professional services.

Once the Client has agreed and signed a statement of work for specific services, they will have a binding contract in respect of those services.

1. Definitions and Interpretation

In this Master Services Agreement and each Statement of Work the following expressions have the following meanings:

“**Client**” means the ‘Client’ entity specified in the MSA Details Page.

“**Client Materials**” means the materials and / or documentation provided by the Client to Edge Digital.

“**Fees**” means Edge Digital's fees specified in a Statement of Work.

“**Intellectual Property Rights**” means copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trade marks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals.

“**Master Services Agreement**” means the MSA Details Page and these Terms and Conditions.

“**Materials**” means all materials (including documentation, reports, and software) provided by Edge Digital to the Client as part of the provision of the Services, excluding such materials which are marked or otherwise identified as owned or licensed by any third party.

“**MSA Details Page**” means the page entitled ‘MSA Details Page’ to which these Terms and Conditions are attached.

“**Edge Digital**” means Edge Digital Services Limited, a Client incorporated under the laws of England (Client number: 08974409), having its registered office at 27-28 Sun Street, Hitchin, Herts, SG5 1AH

“**Services**” means the consultancy, implementation, training and / or other marketing related services set out in a Statement of Work.

“**SOW Term**” means, in respect of a Statement of Work, the ‘SOW Term’ specified in that Statement of Work.

“**Statement of Work**” means a contract for Services that is made in accordance with Clause 2.

“**Domain Name**” means the web address of a website, e.g. www.webaddress.com, All such names must be registered with the appropriate naming authority, which will usually charge a fee.

“**Downtime**” means time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.

“**The Host**” means the company on whose system the Website physically resides.

“**Link**”, “**Hyperlink**” means a 'clickable' link embedded on a web page which may take the form of a graphic or text.

“**Search Engine**” means a website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.

“**Website**” means a collection of web pages and associated code which forms an integrated presence.

“**The Work**” - the subject matter of the contract between the Client and Edge Digital.

“**Value of the Project**” – The agreed price as set-out within the associated Quote, Purchase order or Scope of Work (plus VAT) relating to your project.

2. Fees

2.1 Fees payable - A non-refundable deposit of 50% of the value of the project as outlined within the associated Quote, Purchase order or Scope of Work (plus VAT) , known as the Initial Project Fee, is payable under the contract is due immediately upon the signing of the contract. A further 40% , known as the Development Completion Fee, shall become due at the point that development phase of the project has been completed. The remaining balance (plus VAT) which is calculated as 10% of the Estimated Project Fee plus any additional overage (plus VAT), known as the Completion Fee shall become due when the Work is completed to the reasonable satisfaction of the Client, prior to the project launching or going ‘live’, but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work hereof. Edge Digital reserves the right not to begin the Work until the said deposit has been paid in full. The fee quoted in the contract does not include the cost of domain registration, hosting set up fee or hosting.

2.2 Maintenance fees - Ad-hoc work or maintenance, fees will be assessed on an hourly basis at our standard hourly rates from £75.00 per hour or part thereof.

3. Disclaimers

3.1 Third parties – Edge Digital can take no responsibility for services provided by third parties through us or otherwise, including the Hosting of the Client's Website, although Edge Digital will endeavour to ensure that Website downtime is kept to a minimum.

3.2 Maintenance and correction of errors – Edge Digital takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Errors (both technical and typographical) attributable to Edge Digital will be corrected free of charge up to 30 days following launch, but Edge Digital reserves the right to charge a reasonable fee for correction of errors for which Edge Digital is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to Edge Digital by the Client. After 30 days, any further correction of errors will be billed for unless documented and communicated to Edge Digital before this time.

3.3 Extent of work - Installation on the Internet is limited to the uploading of all necessary files to the Host, and testing of functionality. No registration of the Website with Search Engines will be undertaken unless otherwise agreed with the Client.

3.4 Consequential loss - Under no circumstances will Edge Digital be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure.

3.5 Status and duration of offers - Proposals and offers are valid for a period of one month from the date issued. Edge Digital is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the month that the offer is valid. If an acceptable timetable has not been approved by both parties within one month of the offer being made, the offer is deemed to have expired.

3.6 Search Engine listings – Edge Digital does not guarantee listings on Search Engines and the Client accepts that it is Search Engines and not Edge Digital who

determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines and that a new website may never even appear on Search Engines at all. Edge Digital does not control Search Engines' algorithms and huge shifts can appear daily, weekly, and even hourly.

4. Completion of Work & Payment

4.1 Completion of work – Edge Digital warrants completing the Work in accordance with its Standard Terms and Conditions to the specifications previously agreed with the Client. Edge Digital will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Edge Digital will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

4.2 Supply of materials - The Client is to supply all materials and information required for Edge Digital to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, Edge Digital has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, Edge Digital has the right to invoice the Client for any part or parts of the Work already completed.

4.3 Approval of work - On completion of the project, the Client will be notified and have the opportunity to review it. The Client should notify Edge Digital, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to Edge Digital as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the Development Completion Fee, balancing payment under Clause 2.1 Fee Payable will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

4.4 Rejected work - If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by Edge Digital to remedy any points reported by the Client as unsatisfactory, and Edge Digital considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and Edge Digital can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.5 Payment - Upon completion of 7 day review period, Edge Digital will invoice the Client for the Completion Fee balancing payment in accordance with Clause 2.1 Fee Payable hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 14 days of the date that the invoice was issued.

4.6 Remedies for overdue payment - If payment has not been received by the due date, Edge Digital has the right to suspend on-going work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 30 days after the due date, Edge Digital has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, Edge Digital does not remove the Client's obligation to pay any outstanding monies owing.

5. Intellectual Property

5.1 Offers and proposals - Offers and proposals made by Edge Digital to potential clients should be treated as trade secrets and remain the property of Edge Digital. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorization from Edge Digital. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

5.2 Warranty by client as to ownership of intellectual property rights - The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Edge Digital for inclusion on the Website. The conclusion of a contract between Edge Digital and the Client shall be regarded as a guarantee by the Client to

Edge Digital that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of Edge Digital and indemnifies the same from any claims or legal actions however related to the content of the Client's site

5.3 Domain name - Any Domain Name obtained will belong to the Client. The Client agrees to indemnify Edge Digital, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the domain name sought is not a trademark of a third party.

5.4 Licensing – Once Edge Digital has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 hereof, the Client will be granted a licence to use the Website and its contents

5.5 Trade secrets - Any code that is not freely accessible to third parties and not in the public domain, and to which Edge Digital or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Edge Digital. Unless previously agreed otherwise in writing, no modifications may be made by the client or any third party to code to which Edge Digital or their suppliers owns the copyright. Edge Digital acknowledges the intellectual property rights of the client. Information passed in written form to Edge Digital, and that the client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the client.

6. Rights and Responsibilities

6.1 Right to terminate - Edge Digital reserves the right to refuse or break a contract without prior notice, if it is believed that the client, their website, or any material is illegal, immoral or otherwise unacceptable

6.2 Events beyond the control of Edge Digital - Edge Digital will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Edge Digital.

6.3 Supply and pricing of services – Edge Digital reserves the right to use whoever it deems appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

7. Interpretation

7.1 Jurisdiction - This agreement shall be governed by the laws of the United Kingdom which shall claim venue and jurisdiction for any legal action or claim arising from the contract between Edge Digital and the client. The said contract is void where prohibited by law.

7.2 Survival of contract - Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

7.3 Change of terms and conditions - These terms & conditions may change from time to time. The client will be informed of revisions as and when they are issued.