

General Terms

1. Scope & Application

- 1.1 We are Thinkroomten Ltd, whose company number is 06170687, and whose registered address is 1 South View Cottages, County Durham, DL4 2QX ("tr10.com", "We", "Us", "Our").
- 1.2 This agreement forms the contract ("Agreement") governing the supply of Our services ("Service(s)", "Supply") and consists of these terms ("Terms"), the applicable appendix(ces) relating to the Supply ("Appendix(ces)"), and the description of the Services being provided ("Proposal").
- 1.3 The Proposal can take any of the following forms:
 - a. A document written by Us describing the services to be provided, that may from time to time include optional additional services, accompanied from time to time by an invoice detailing which services have been selected for delivery;
 - b. An email from either party describing the services to be provided, with or without indication of costs.
- 1.4 To the extent of any inconsistency, such documents must be read in the following descending order of priority:
 - a. the Proposal;
 - b. the Appendix(ces);
 - c. the Terms.
- 1.5 This Agreement applies to you (the "Customer", "Client", "You" and "Yours"), as the party referred to on the Proposal, and any persons, third party, agents, sub-contractors, consultants, employees and those acting on your behalf, from the point at which You enter into an agreement with Us ("Contract Start Date") in one of the following ways:
 - a. payment of an invoice relating to the provision of Services;
 - b. Your acceptance of Our Proposal;
 - c. Our acceptance of Your Proposal.
- 1.6 Whilst this Agreement is in effect, requests for, or acceptance of, Services outside of those described in the Proposal, whether related to this Supply or not, shall be governed by this Agreement, unless otherwise stated.

- 1.7 This Agreement shall, subject to clause 6 of this Agreement, continue in effect for the duration of the Supply.
- 1.8 This agreement supersedes and replaces all previous terms and conditions relating to the Supply.
- 1.9 Each party acknowledges and agrees that in entering into this Agreement and the documents referred to in them, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 1.10 No person who is not a party to this Agreement is intended to receive a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

2. Payment

- 2.1 Prior to the commencement of Service(s), We may require from time to time that the Customer pay a non-refundable fee equal in value of up to 100% of the Service fee ("Commissioning Fee", "Commission Fee").
- 2.2 Invoices are payable in full within 14 days of the date of the invoice and are not subject to discounts, reductions, or rebates of any kind, including but not limited to any counterclaim or set-off, except as set out in this Agreement.
- 2.3 You must pay our charges by the method of payment set out in the relevant Proposal, order form or as shown on Your Invoice. If You make a payment by a different method, We may refuse to accept it or charge an extra administration fee.
- 2.4 Where the Client fails to make payment on or before the due date, the total fees payable become due and payable upon demand and without prejudice to any other right or remedy it may have, tr10.com may:
 - a. restrict access to, or temporarily suspend, the Services until payment is made;
 - b. refuse to complete any part of this Agreement or any other contract between tr10.com and the Client;
 - c. set off any sums paid by the Client to tr10.com in relation to any other contract against the sums owed by the Client; and
 - d. charge the Client interest (both before and after judgement) at the rate of 5% above the Barclays Bank PLC base rate from time to time.

- 2.5 No refund of any Fees shall be given under any circumstances.
- 2.6 tr10.com shall be entitled to recover all reasonable legal costs incurred in connection with the recovery of sums due and outstanding from the Client.
- 2.7 Where the Supply requires tr10.com to purchase supplies or services from third parties, tr10.com reserves the right to seek payment for this portion of the Supply from the Client in advance.

3. Customer's Obligations

- 3.1 The Customer shall:
 - a. comply with any and all instructions provided to the Customer by tr10.com relating to the Service;
 - b. ensure that its officers and employees cooperate with tr10.com, its agents and subcontractors in carrying out the Services;
 - c. ensure that its officers and employees refrain from abusive and unprofessional behaviour towards tr10.com;
 - d. maintain an appropriate level and frequency of communication with tr10.com, including, but not limited to, taking part in regular Service reviews either by phone or in person; and,
 - e. be responsible for any and all applicable fees, charges or payments payable to any authority, body or organisation incurred as a result of or in connection with the use by the Customer of the Services.

4. tr10.com's Rights

- 4.1 tr10.com reserves the right to raise an invoice to the Client for any additional services requested over and above the Supply, or as an amendment to the Supply, including, but not limited to, variations to requirement and additions to requirement, at Our standard hourly rate. Where these services are urgent or outside of normal office hours, as shown on our website from time to time or available on request, we reserve the right to bill for this work at our higher rate of up to 2x our standard published hourly rate, as available on our website from time to time, or on request.
- 4.2 tr10.com reserves the right to raise an invoice to the Client for the repair of any damages to, or recovery of any part of, the Supply, caused directly or indirectly by the action or inaction of the Client or anyone acting on the Clients' behalf, at Our standard hourly rate.

- 4.3 tr10.com reserves the right to refuse to carry out any amendment or variation to the agreed Supply.
- 4.4 Where the Client's failure to supply any items, information, data or any other materials required for the Supply, leads to a delay in any agreed timescales, tr10.com has the right to extend any such timescales without liability to the Client. Where the Client's failure to supply any such items persists for 21 days and where the absence of these items is preventing the completion of Supply, tr10.com reserve the right to cease all work and invoice the Client for the full remaining balance.

5. Intellectual Property Rights

- 5.1 For the purposes of this Agreement references to "Intellectual Property Rights" shall mean all rights to inventions, patents, copyright and related rights, trade marks and trade names, rights of goodwill or to sue for passing off, rights in designs, software, data and database rights, rights in confidential information (including without limitation know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 5.2 The Customer acknowledges and agrees that all Intellectual Property Rights existing or arising in any materials, know-how, specifications, inventions, processes software, data or information supplied by tr10.com under or in connection with this Agreement shall at all times belong to and remain vested in tr10.com or its licensors and, save as expressly provided hereunder, no proprietary rights or any other rights whatsoever are assigned, granted or shall otherwise pass to the Customer.
- 5.3 The Customer agrees that tr10.com may use the Customer's logo, name and trade marks, and any works created by tr10.com on behalf of the Customer, in connection with tr10.com's advertising and marketing materials subject to clause 5.4.
- 5.4 tr10.com shall submit all advertising and marketing materials which incorporate the Customer's logo, name and/or trade marks, or any other material owned by the Customer, to the Customer before publication. The Customer shall have a period of seven (7) business days commencing on the date on which tr10.com send the materials in which to notify tr10.com as to whether the Customer approves or disapproves the materials, such approval not to be unreasonably withheld or delayed. If the Customer does not communicate its approval or disapproval to tr10.com within such

seven day period, the Customer shall be deemed to have approved the materials.

- 5.5 tr10.com reserve the right to include a link to Our website from any website or web application that we have Designed or Developed, whether that site is hosted on Our servers or elsewhere. The text of this link is to be set by tr10.com and must not be altered without our express written consent.

6. Suspension and Termination of Services

- 6.1 Without prejudice to its other rights and remedies, either party may, by written notice to the other, terminate the Agreement with immediate effect if the other party:
- commits a material breach of the Agreement and shall, in the case of a remedial breach, fail to remedy the same within 14 business days of receipt of a written notice from the non-breaching party requiring such remedy; and/or,
 - is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or otherwise becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other party (other than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator administrator, trustee or similar officer is appointed over all or any substantial part of the other party's assets or the other party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction or if it ceases to trade or threatens to cease to trade.
- 6.2 For the avoidance of doubt, failure by the Customer to pay any Fees due to tr10.com in full in cleared funds by the due date shall constitute a material breach of this Agreement.
- 6.3 Upon termination of the Agreement, tr10.com shall cease to make the Services available to the Customer.

7. Warranties

- 7.1 tr10.com warrants that it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

- 7.2 The Client warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement.

- 7.3 tr10.com does not warrant that the Service will meet the Customer's requirements nor that the Services provided will be error-free or uninterrupted.

- 7.4 The Services are provided on an "as is" basis. Save as expressly set out in this Agreement, all conditions, representations, warranties, undertakings or terms whether express or implied, statutory or otherwise, including in particular any implied warranty of satisfactory quality or fitness for any particular purpose or use are excluded from this Agreement to the fullest extent permitted by law.

8. Indemnification and Liability

- 8.1 Except to the extent tr10.com may be liable to the Client pursuant to this Agreement, the Client shall indemnify and keep tr10.com indemnified in full against any and all costs, claims, damages, fines, penalties and liabilities incurred by tr10.com as a result of any act, error or omission of the Client throughout the duration of the Agreement (including but not limited to any negligence, breach of statutory duty or breach by the Client of its obligations pursuant to this Agreement).
- 8.2 All warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 8.3 Nothing in this Agreement excludes or limits tr10.com's liability for death or personal injury caused by tr10.com's negligence or for fraudulent misrepresentation.
- 8.4 Subject to above:
- tr10.com shall not be liable to the Client for any loss of profit, loss of production, financial loss, depletion of goodwill or any indirect losses, damages, costs or expenses whatsoever that arise out of or in connection with the performance or contemplated performance or lack of performance of this Agreement.
 - tr10.com's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of this Agreement shall be limited to 10% of the Fee for that Supply.

9. Confidential Information

- 9.1 For the purposes of this Agreement "Confidential Information" means all information disclosed by one party to the other, whether before or after the effective date of the Agreement, that the Customer should reasonably understand to be confidential.
- 9.2 For the avoidance of doubt, offers and Proposals made by Us to You are deemed confidential.
- 9.3 Each party agrees not to use Confidential Information for any purpose other than the purpose for which it is supplied under this Agreement and agrees not to divulge Confidential Information received from the other party to any of its employees who do not need to know it, and to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party except to its professional advisers or as may be required by law or any legal or regulatory authority.
- 9.4 Each party will use a reasonable degree of care which in any event will not be less than the same degree of care which the receiving party uses to protect its own confidential information. This obligation will survive the termination of this Agreement.

10. Data Protection

- 10.1 The Client consents to tr10.com using its personal data (such as name, contact details and any other information which personally identifies the Client) in accordance with tr10.com's Privacy Policy.

11. Waiver

- 11.1 Failure or delay by tr10.com in enforcing or partially enforcing any provision of this Agreement is not a waiver by tr10.com of any of its rights.
- 11.2 Any waiver by tr10.com of any breach by the Client is not a waiver of any subsequent breach.

12. Supply and Pricing of Services

- 12.1 tr10.com reserve the right to use whoever it feels appropriate at the time for third party services.
- 12.2 tr10.com reserves the right to alter its prices as necessary without prior notice and without affecting existing contractual pricing Agreements.
- 12.3 We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in Our advertisements, no warranty is given as to accuracy and no responsibility will be accepted for error or misrepresentation and any resulting loss.

13. Client Portal

- 13.1 The Client, at Our discretion, may, from time to time, be given access to a private space on the tr10.com website, where they will have access to any resources and tools that tr10.com may, from time to time, deem appropriate. Where the Client accesses the tr10.com website for this purpose, the Client is required to comply with the terms of use and privacy policy notified on the tr10.com website.
- 13.2 Where the Client accesses items, designs, materials and other works made available to them, the Client agrees not to copy, issue to third parties, display or adapt the items, designs and other works, except where the Client is in possession of the relevant title to do so, or where the Client has permission from the copyright holder.

14. Alteration of Terms

- 14.1 tr10.com may change the terms of this Agreement from time to time at its absolute discretion without prior notice to the Customer. The Customer agrees that such changes will be binding on it. Any changes will be posted at tr10.com/terms from time to time and will amend and form part of this Agreement. The Customer is responsible for reviewing the tr10.com site on a regular basis to obtain timely notice of any such changes. This Agreement and any new agreement entered into after such changes have been posted will include those changes.
- 14.2 No variation can be made to this Agreement by the Client without the written agreement of tr10.com.

15. No Partnership or Agency

- 15.1 Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the parties or as authorising either party to act as agent for the other. Neither party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

16. Force Majeure

- 16.1 Neither party will be liable to the other for any delay or non-performance of the other party's obligations under this Agreement arising from any cause or causes beyond its reasonable control.

17. Survivorship

17.1 All clauses of this agreement intended by their nature to survive termination shall survive the termination of this Agreement.

18. Severability

18.1 The various provisions and sub-provisions of this Agreement are severable and if any provision or identifiable part of it is held to be unenforceable by any Court of competent jurisdiction then such unenforceability shall not affect the enforceability of the remainder of this Agreement.

19. Governing Law

19.1 This Agreement and any other contract between tr10.com and the Client are subject to English Law and the exclusive jurisdiction of the English Courts.

20. List of Appendices

20.1 Appendix 1: Managed Services.

20.2 Appendix 2: Design Services.

20.3 Appendix 3: Development Services.

Appendix 1:

Managed Services

1. Scope & Application

- 1.1 The terms in this Appendix form part of this Agreement where the Proposal indicates that managed services ("Managed Services") are being delivered as part of the Supply.
- 1.2 Managed Services includes, but is not limited to:
- Hosting of websites or web applications;
 - Provision of APIs to third party services;
 - Management and renewal of domain names;
 - Management and renewal of third party licences;
 - Search Engine Optimisation;
 - Search Engine Marketing;
 - Digital Marketing activity;
 - Support with operation and maintenance of hosted services;
 - Social media blogging or other forms of regular content generation;
 - Any other Supply that has a repeating or continuous or continual element to delivery.

2. Commencement of Managed Service

- 2.1 The date at which the Supply of managed services commences ("Managed Services Start Date") is defined as either:
- the date specified as such in the Proposal;
 - where the Proposal did not specify a date, a pre-agreed start date;
 - where no other indication is available, the Contract Start Date, or any date deemed by tr10.com to be the start of Managed Services.
- 2.2 Managed Services may be subject to a minimum contract period (Initial Term) at Our discretion and from time to time, and in such case will be noted as such in the Proposal, along with the Fees for this Initial Term (Initial Term Fees).

- 2.3 Where more than one Managed Service is being provided, each will have its own Managed Service Start Date.

3. Renewal of Managed Services

- 3.1 Unless otherwise agreed, Managed Services are automatically renewed on an annual basis, 12 months from the relevant Managed Services Start Date ("Managed Services Renewal Date"), and offers of renewal ("Renewal Offer") will be sent to You in the calendar month prior to the Managed Services Renewal Date.
- 3.2 The Renewal Offer may take the form of an Invoice, from time to time and at Our discretion.
- 3.3 The Managed Services will be deemed as renewed where, having received a Renewal Offer, the Customer fails to notify Us in writing of their intention not to renew the Managed Services.

4. Payment

- 4.1 Managed Services are billed according to a pre-agreed schedule. Where no schedule has been pre-agreed, Managed Services are billed regularly and at intervals decided by Us.
- 4.2 Where Managed Services are renewed automatically, the full annual fee, unless otherwise stated, is billable.

5. Customer's Obligations

- 5.1 The Customer shall:
- not use the service for any immoral or illegal purpose or in any way that would bring tr10.com into disrepute.
 - take all reasonable steps to prevent security breaches by proper password management and user account management.
 - refrain from any penetration testing or security assessments, either by themselves or a third party acting on their behalf, without the written consent of tr10.com.

6. Suspension and Termination of Managed Services

- 6.1 Pursuant to clause 6.2, You shall be deemed to have terminated the Managed Services if You submit your intention to cancel the Managed Services to Us in writing, giving 30 days notice. No refund of any pre-paid Managed Service fee will be issued.

- 6.2 Without prejudice to Our other rights and remedies, if You terminate this Agreement before the expiry of any applicable Initial Term, We may at our discretion allow You to terminate this Agreement subject to paying not less than 100% of the remaining Initial Term Fees and any expenses already and unavoidably incurred by Us.
- 6.3 We may terminate the Managed Services at any time by giving You not less than one month's prior notice by email.
- 6.4 We may terminate the Managed Services immediately and without notice in the case that the Customer is in violation of clause 5.1 of this Appendix.
- 6.5 Upon Termination of this Agreement, tr10.com shall immediately suspend all Managed Services, and has the right to refuse to reinstate those Managed Services until any and all fees relating to them have been paid.
- 6.6 Reinstatement of Managed Services that have been suspended or terminated pursuant to this Agreement is at Our discretion and may incur a fee.
- 6.7 On termination or expiry of this Agreement for any reason, the service levels set out in the cause 13 and any applicable SLA will cease to have effect, and will not apply to the provision by Us of any exit assistance it may agree to provide.

7. Domain Names & Licences

- 7.1 Any and all licences and domain names registered by or managed by tr10.com on behalf of the Customer shall remain in the possession of tr10.com and, subject to clause 6 of this Appendix, will be made available for use by the Client as part of the Managed Services until such time as the Client requests to take ownership of the domain name, having first settled any outstanding fees and costs incurred by tr10.com as part of the management of, or transfer of, the domain name, or any other unsettled fees.

8. Hosting, Maintenance and Security

- 8.1 All updates and upgrades considered essential by tr10.com to the continuation of the Managed Service will be provided as part of the Managed Services.
- 8.2 All non-essential upgrades and updates will not be provided as part of the Managed Services.
- 8.3 Any such updates or upgrades will be carried out, where possible, outside of normal business hours.

9. Ownership, Copyright, Title & Risk

- 9.1 All items hosted on Our servers remain the property of the copyright holder of the item in question, subject to the clauses of this agreement.

10. Transfer of Hosted Services

- 10.1 Should the Client wish to move their hosted account to another provider, subject to clause 9.2 of this Agreement, We will provide the necessary files and database tables, where applicable, providing all outstanding fees are settled, including any fees incurred as part of this transfer.
- 10.2 Any and all software owned by tr10.com and used by the Client under licence will remain on tr10.com's servers.

11. Search Engine Optimisation

- 11.1 tr10.com does not guarantee listings on Search Engines and the Client accepts that it is the Search Engine company and not tr10.com that determines whether to list a website or not and at what place in the listings the site should be returned.

12. Managed Services Support

- 12.1 Help and assistance is provided for any issue that materially degrades the performance of the Managed Services being provided under this Agreement ("Service Affecting Issue") via the instructions published on Our website from time to time.
- 12.2 Assistance for non-Service Affecting Issues is only provided without fee if included in the Proposal.
- 12.3 Where urgent support or support outside of normal office hours, as shown on our website from time to time or available on request, is requested, we reserve the right to bill for this work at our higher rate of up to 2x our standard published hourly rate, as available on our website from time to time, or on request.

13. Managed Services Service Level Agreement

- 13.1 During office hours, which are posted on Our website from time to time, We guarantee a response to any Service Affecting Issue within 1 hour, with a resolution and return to normal service within 2 hours, where the issue is identified as being within Our control.
- 13.2 If We are unable to restore Managed Services within 2 hours from the time the issue was reported, We will provide service credits *Pro rata* with, and to a

maximum of, the value of one calendar day's Managed Services fee, calculated as 1/365th of the Managed Services annual fee, or annual equivalent where no annual fee is defined.

- 13.3 No credits will be provided for any non-Service Affecting Issue, and no commitments are made to response or resolution times for non-Service Affecting Issues.

14. Support

- 14.1 We provide a support service for Clients under a Managed Services Agreement, available as posted on Our website from time to time, or by sending an email to support@tr10.com, which is free of charge for Service Affecting Issues or any issue where there is a fault with the Managed Service, subject to clause 13.2 of this Appendix.
- 14.2 We do not provide support for software or systems or hardware or networks or any other system or device not of our creation, and We reserve the right to raise an invoice for any time We spend at Your request in trying to resolve issues of this nature.
- 14.3 For the avoidance of doubt, requests for changes to the Managed Services, or recovery or repair of any part of the Managed Services as a result of the action or inaction of the Client or anyone acting on the Client's behalf, including but not limited to damage caused by insecure passwords or deletion of data, is not free of charge and will be billed at Our standard rate.

Appendix 2:

Design Services

1. Scope & Application

- 1.1 The terms in this Appendix form part of this Agreement where the Proposal indicates that design services ("Design Services") are being delivered as part of the Supply.
- 1.2 Design Services includes, but is not limited to:
 - a. the creation of digital artwork for use by the Client in any context;
 - b. the production of any printed materials, or physical materials created from designed work (whether designed by tr10.com or a third party);
 - c. the creation of any document, or virtual material of any kind from designed work (whether designed by tr10.com or a third party).

2. Client's Obligations

- 2.1 The Client is to supply all materials and information required by tr10.com for the delivery of the Design Services, as stated by tr10.com. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials.
- 2.2 Where the Client's failure to supply such materials leads to a delay in completion of the work, tr10.com reserves the right to extend previously agreed deadlines for the completion of the Design Services.
- 2.3 Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, tr10.com reserve the right to invoice the Client for any part or parts of the Design Services already completed.
- 2.4 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 tr10.com for inclusion in the Design Services
- 2.5 By entering into this Agreement with Us, the Client guarantees that all such permissions and authorities stated in clause 2.4 of this Appendix have been obtained and that the inclusion of such material in the Design Services would not constitute a criminal offence or civil delict, and as such

removes the legal responsibility of tr10.com and indemnifies the same from any claims or legal actions however related to the content of the Design Services.

3. Creation and Delivery of Items

- 3.1 Where items created by Our Design Services ("Items") have a physical quality and require delivery, every effort will be made to deliver on time, but any delivery day specified is a best estimate and failure to meet it does not constitute a material breach of this Agreement.
- 3.2 Where Items have a physical quantity, a tolerance of 5% plus or minus is considered to be acceptable, and any variations within this tolerance will not cause a change in fees.
- 3.3 Where Items have a virtual quality, that is they exist as a computer file, any delivery of such files will be in a format as described in the Proposal. Where no format has been agreed, tr10.com reserve the right to select an appropriate format.
- 3.4 Unless expressly stated in the Proposal, tr10.com will not release any files used in the creation of any Items.

4. Ownership, Copyright, Title & Risk

- 4.1 Where Items have a physical quality, the risk in any goods shall pass to You on delivery.
- 4.2 All Items remain the property of tr10.com, including the copyright for and licence to use and reproduce said Items, until paid for in full, at which point any such rights to ownership, copyright and title pass to You, unless otherwise stated in the Proposal.

5. Proofing, Printing, Production and Cancellation

- 5.1 You are responsible for proofing any Items for onward production and use, including, but not limited to printing.
- 5.2 Once an Item has been approved for print, cancellations are not possible and the full fee will apply.

6. Liability

- 6.1 No liability is accepted for any loss arising from delay or error in the delivery of Items.
- 6.2 Claims arising from damages, delay or partial loss in transit must be made in writing to Us, so as to reach Us within 5 days of delivery.

- 6.3 All claims with regard to the quality or quantity of the Items must be made in writing to Us so as to reach Us within 5 working days of delivery or such Items shall be deemed to comply as to quality and quantity and no further remedy will be made.
- 6.4 You must examine all Items delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the Items in transit unless loss or damage is noted on the delivery note at time of delivery.
- 6.5 We accept no liability for any costs incurred either directly or indirectly resulting from typing errors and mis-spellings on printed materials, or any other error or mistake regardless of their origin, where the Client has approved a design for print and those errors exist in that approved design.

Appendix 3:

Development Services

1. Scope & Application

- 1.1 The terms in this Appendix form part of this Agreement where the Proposal indicates that development services ("Development Services") are being delivered as part of the Supply.
- 1.2 Development Services includes, but is not limited to:
 - a. the development of a website(s) or web application;
 - b. the development of software for use on any platform;
 - c. the development of any service, tool, method or idea by Us.

2. Client's Obligations

- 2.1 The Client is to supply all materials and information required by tr10.com for the delivery of the Development Services, as stated by tr10.com. Such materials may include, but are not limited to, data, copy, category listings and / or descriptions.
- 2.2 Where the Client's failure to supply such materials leads to a delay in completion of the work, tr10.com reserves the right to extend previously agreed deadlines for the completion of the Development Services.
- 2.3 Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, tr10.com reserve the right to invoice the Client for any part or parts of the Development Services already completed.
- 2.4 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 tr10.com for inclusion in the Development Services.
- 2.5 By entering into this Agreement with Us, the Client guarantees that all such permissions and authorities stated in clause 2.4 of this Appendix have been obtained and that the inclusion of such material in the Development Services would not constitute a criminal offence or civil delict, and as such removes the legal responsibility of tr10.com and indemnifies the same from any claims or legal

actions however related to the content of the Development Services.

3. Approval of Work, Snags and Changes

- 3.1 At the point specified in the Proposal the Development Services will move into a Post Production phase, as defined in the Proposal. At this point, the Client will be notified and unless otherwise stated is required to produce a comprehensive and exhaustive list of unsatisfactory points relating to the Development Services ("Snags") within 7 days of being notified to do as such.
- 3.2 Any item listed with the Snags that is a change or addition to the agreed Proposal, or any item requested at any point during the Development Services that is a change or addition to the agreed Proposal is delivered at Our discretion and may incur a fee from time to time.
- 3.3 On presentation of Snags, subject to clauses 3.2 and 3.4 of this Appendix, tr10.com will correct any errors as deemed necessary in the fulfilment of the Development Services.
- 3.4 Should the Client fail to produce Snags within the stated timeframe, the Development Services will be deemed complete and any outstanding payments will become immediately due in full.
- 3.5 The Client shall not unreasonably reject Development Services, and any attempt at such will be considered a breach of this Agreement.

4. Intellectual Property, Copyright and Ownership

- 4.1 Subject to clauses 4.2 and 4.3, all developed items remain the property of tr10.com, including the copyright for and licence to use and reproduce said Items, until paid for in full, at which point any such rights to ownership, copyright and title pass to You, unless otherwise stated in the Proposal.
- 4.2 Unless expressly stated in the Proposal, all software developed by tr10.com remains the property of tr10.com and is used by You under licence as a Managed Service, and all software of this nature will remain on tr10.com's servers.
- 4.3 Any and all items that are under an Open Source licence or similar public use privilege remain as such and neither party may claim ownership, title or copyright to them.

5. Maintenance and Support

- 5.1 Where maintenance and support has been arranged as part of the Proposal, see Appendix 1.

- 5.2 Where no maintenance and support provision has been included and upon completion of the Development Service, the following shall apply:
- a. Errors and maintenance requirements attributable to tr10.com will be corrected without fee.
 - b. Errors and maintenance requirements not attributable to tr10.com will incur a fee, charged at Our standard hourly rate, published on Our website from time to time and available on request.

6. Liability

- 6.1 tr10.com accept no responsibility or liability whatsoever for any and all losses caused by the failure or use or misuse of tr10.com's software.