

**DATED ##Date##**

## **WEBSITE DEVELOPMENT AGREEMENT**

between

**EVOLVE RETAIL LIMITED**

and

**##Client##**

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**THIS AGREEMENT** is dated ##Date##

## **PARTIES**

- (1) **EVOLVE RETAIL LIMITED** incorporated and registered in England with company number 58667732 whose registered office is at Bramley House, Bramley Road, Long Eaton, NG10 3SX ("**Evolve**").
- (2) **##CLIENT##** incorporated and registered in England with company number ##Client Company Number## whose registered office is at ##Client Address## ("**Client**").

## **BACKGROUND**

- (A) Evolve submitted a proposal on ##Date## at the Client's request.
- (B) The parties have agreed that Evolve shall provide the Client with website development and related services on the terms and conditions set out in this agreement.

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Acceptance:** the acceptance or deemed acceptance of the Site by the Client pursuant to clause 4.

**Acceptance Tests:** the tests to be carried out on the Site as set out in clause 4 and as described in Schedule 4.

**Business Day:** any day (other than a Saturday or Sunday) when banks are generally open for normal business in London.

**Change Control Procedures:** the procedures set out in Schedule 6.

**Charges:** the charges in respect of the Services set out in Schedule 5, together with any charges arising from the Change Control Procedures.

**Confidential Information:** has the meaning given in clause 15.1.

**Client Provided Content:** the content to be provided by the Client as detailed in Schedule 7.

**Effective Date:** the date of this agreement.

**Force Majeure Event:** has the meaning given in clause 14.1.

**Intellectual Property Rights:** all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.

**Materials:** any information or materials provided to Evolve by the Client from time to time for incorporation in the Site or for use in connection with the Site (including the Client Provided Content).

**Non-Evolve Defects:** those defects described in clause 4.4.

**Phase:** in relation to the Project Plan, one of the key phases of work identified in the Project Plan.

**Project:** the provision by Evolve of the Services as set out in this agreement.

**Project Plan:** the timetable within which Evolve will implement the Project as set out in Schedule

**Proposal Stage:** the initial discussions between the Client and Evolve, which resulted in Evolve providing a proposal for the services including an estimate of the Charges.

**Requirements Gathering Phase:** the process undertaken by the parties to enable Evolve to build up a final profile of the exact specifications that will be required to build the Site.

**Services:** the design, development, hosting, account management and training services to be provided pursuant to this agreement as set out in Schedule 3.

**Site:** the website at ##Client URL##.

**Site Software:** the software for the Site commissioned by the Client as specified in Schedule 2.

**Site Specification:** the technical specification for the Site is detailed in Schedule 2.

**Third Party Products:** those third party software products set out in Schedule 2 (including the Site Software).

**Visitor:** a visitor to the Site.

- 1.2 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.3 References to clauses and schedules are (unless otherwise provided) references to the clauses and schedules of this agreement.
- 1.4 In the event and to the extent only of any conflict between the clauses and the schedules, the clauses shall prevail.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 References to **including** and **include(s)** mean respectively including without limitation and include(s) without limitation.
- 1.8 References to **content** include any kind of text, information, image, or audio or video material which can be incorporated in a website for access by a Visitor to that website.
- 1.9 **Writing** or **written** includes fax and email.

## **2. SCOPE OF THE PROJECT**

Evolve shall provide the Services to the Client subject to and in accordance with this agreement and, in particular, shall:

- (a) undertake the Requirements Gathering Phase. Upon completion of the Requirements Gathering Phase, Evolve reserve the right to amend the Charges if the Project scope differs from the Proposal Stage; and
- (b) Preparation of a Project Plan; and
- (c) design, develop and deliver the Site or Services in accordance with the Project Plan; and
- (d) provide training services where applicable; and
- (e) provide hosting services and account management services.

## **3. CLIENT RESPONSIBILITIES**

- 3.1 The Client acknowledges that Evolve's ability to provide the Services within the agreed fixed price is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of the design specifications provided by the Client and any information and data the Client provides to Evolve. Accordingly, the Client shall provide Evolve with the Client Provided Content and shall provide access to, and use of, all information, data and documentation reasonably required by Evolve for the performance by Evolve of its obligations under this agreement. In the event that the Client delays the delivery of the Client Provided Content or other information and data without prior notification which adversely impacts the delivery of the Services, Evolve may charge the Client £4,000 per calendar month or part thereof for the downtime as a result of such a delay.
- 3.2 The Client shall be responsible for the accuracy and completeness of the Materials on the Site and that they are in accordance with clause 11. The Client acknowledges and agrees that, except as expressly otherwise provided in the description of the Services, Evolve does not review any of the Materials either in relation to their general content, grammatical accuracy or in relation to their compliance with any legal or regulatory requirements. Accordingly, the Client acknowledges that it takes full responsibility for ensuring the Site and the Materials comply with any laws and regulations having relevance to the Site or the use of it (including, in particular, in relation to its terms and conditions of sale, terms of website use and privacy policy).
- 3.3 If Evolve's performance of its obligations under the agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees:
  - (a) Evolve shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay; and
  - (b) the Client shall pay to Evolve on demand all reasonable costs, charges or losses sustained or incurred by Evolve as a result of being so prevented or delayed (including the cost of any additional

work which Evolve is required to perform) subject to Evolve confirming such costs, charges and losses to the Client in writing. In particular, but without limitation, if the completion and Acceptance of the Site is delayed in the circumstances contemplated in this clause 3.3, Evolve may invoice the Client for the additional time it (and its employees, agents and sub-contractors) is required to spend completing the Site after the scheduled date for completion and Acceptance at Evolve's standard rates.

#### **4. DEVELOPMENT AND ACCEPTANCE OF SITE**

- 4.1 Once Evolve has completed the development of the Site in accordance with the Project Plan, Evolve shall run the Acceptance Tests.
- 4.2 The Acceptance Tests shall test compliance of the Site with the Site Specification. The form and detail of such tests is set out in Schedule 4.
- 4.3 Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. Evolve shall notify the Client when the tests have been passed and provide the results of the Acceptance Tests to the Client in writing.
- 4.4 If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission of the Client, or by one of the Client's sub-contractors or agents for whom Evolve has no responsibility (**Non-Evolve Defect**), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Evolve Defect. Evolve shall provide assistance reasonably requested by the Client in remedying any Non-Evolve Defect by supplying additional services or products. The Client shall pay Evolve in full for all such additional services and products at Evolve's then current fees and prices.
- 4.5 Acceptance of the Site shall be deemed to have taken place upon the occurrence of any of the following events:
  - (a) the Client uses any part of the Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or
  - (b) Evolve has provided the results of successfully completed Acceptance Tests to the Client and either:
    - (A) the Client notifies Evolve that it agrees that the Acceptance Tests have been completed successfully; or
    - (B) the Client does not indicate that it disagrees with the results of the Acceptance Tests within 5 Business Days following the receipt of the Acceptance Tests by the Client.

#### **5. THIRD PARTY PRODUCTS**

The Third Party Products shall be supplied in accordance with the relevant licensor's standard terms where such Third Party Products are commissioned for the Client by Evolve. Where Third Party Products providers supply an

upgrade to software then the Site and Site Software will be upgraded to the new version and charged to the Client.

**6. PROJECT MANAGEMENT**

- 6.1 Each party shall appoint a project manager who shall:
- (a) provide professional and prompt liaison with the other party; and
  - (b) have the necessary expertise and authority to commit the relevant party.
- 6.2 The project managers shall use all reasonable endeavours to hold meetings (either in person or by conference call) at least once every week until Acceptance.

**7. CHARGES AND PAYMENT**

- 7.1 For the provision of the Site and the Services, the Client shall pay to Evolve the Charges at the times and in the manner set out in Schedule 5. The Charges shall remain fixed for the first year from the Effective Date. On the anniversary of the Effective Date Evolve may increase the Charges by the increase in the Retail Price Index + 2% on written notice to the Client. Any other increase in the Charges shall be agreed between the parties.
- 7.2 Evolve shall issue VAT invoices in respect of the monthly Charges in advance, and the Client shall pay to Evolve the Charges set out in each invoice within 14 days of the date of Evolve's invoice.
- 7.3 The Charges exclude:
- (a) the cost of hotel, subsistence and any other ancillary expenses reasonably incurred by the individuals or consultants whom Evolve engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by Evolve for the supply of the Services. Such expenses, materials and third party services shall be invoiced by Evolve at cost; and
  - (b) VAT, which Evolve shall add to its invoices at the appropriate rate.
- 7.4 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Evolve on the due date, Evolve may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and Evolve may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Client shall pay the interest immediately on demand; and
  - (b) suspend all Services until payment has been made in full.
- 7.5 Time for payment shall be of the essence of the agreement.
- 7.6 All sums payable to Evolve under the agreement shall become due immediately on its termination for whatever reason, despite any other

provision. This condition 7.6 is without prejudice to any right to claim for interest under the law, or any such right under the agreement.

## **8. WARRANTIES**

- 8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.
- 8.2 Evolve shall perform the Services with reasonable care and skill.
- 8.3 This agreement sets out the full extent of Evolve's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

## **9. LIMITATION OF REMEDIES AND LIABILITY**

- 9.1 Nothing in this agreement shall operate to exclude or limit either party's liability for:
  - (a) death or personal injury caused by its negligence; or
  - (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - (c) fraud; or
  - (d) any other liability which cannot be excluded or limited under applicable law.
- 9.2 Evolve shall not be liable to the Client for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 9.3 Evolve will not be liable for any interruptions to Services arising directly or indirectly from:
  - (a) Interruptions to the flow of data to or from the internet
  - (b) The effects of the failure or interruption of services provided by a third party
  - (c) Factors outside Evolve's reasonable control
  - (d) Actions or omissions of the Client
  - (e) Problems with the Client's equipment and/or third party equipment
- 9.4 Subject to clause 9.1, Evolve's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the total Charges payable by the Client to Evolve in that calendar year under this agreement.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All Intellectual Property Rights ("IPR") created by Evolve in connection with this agreement, including any site specific software written or created by Evolve, any standard features and any other Intellectual Property Rights

owned by or created by Evolve outside of the scope of this agreement and the Site Specification and all rights in the general “look and feel” of the Site, but excluding any third party software forming part of the Site Software (including any open source software), any Intellectual Property Rights not owned or created by Evolve, shall belong to Evolve and Evolve grants a non-exclusive right and license to the Client to use its IPR for the Term of this Agreement and may grant the Client perpetual right to use and maintain its IPR beyond the Term of this Agreement.

- 10.2 Should the Client wish to terminate this agreement, Evolve may grant access (through perpetual right to use and maintain) to Evolve Retail’s IP purely for the purposes of maintenance and support by a third-party and not for re-use on any site, other than The Clients Site for a fixed fee of £#### payable before access is granted. .
- 10.3 The Client shall indemnify Evolve against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights of a third party.
- 10.4 Evolve shall indemnify the Client against all damages, losses and expenses arising as a result of any action or claim that the Site infringes any Intellectual Property Rights of a third party in the UK, other than infringements referred to in clause 10.1.
- 10.5 The indemnities in clause 10.12, clause 10.4 and clause 11.2 are subject to the following conditions:
- (a) the indemnified party promptly notifies the indemnifier in writing of the claim;
  - (b) the indemnified party makes no admissions or settlements without the indemnifier’s prior written consent;
  - (c) the indemnified party gives the indemnifier all information and assistance that the indemnifier may reasonably require; and
  - (d) the indemnified party allows the indemnifier complete control over the litigation and settlement of any action or claim.
- 10.6 The indemnities in clause 10.12, clause 10.4, clause 11.2 and clause 11.3 may not be invoked to the extent that the action or claim arises out of the indemnifier’s compliance with any designs, specifications or instructions of the indemnified party.
- 11. SITE CONTENT**
- 11.1 The Client shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**).
- 11.2 The Client shall indemnify Evolve against all damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content.
- 11.3 Evolve may include the statement “Powered by Evolve” within the footer in a

discreet location that does not effective the presentation of the site.

## **12. TERM AND TERMINATION**

- 12.1 This agreement shall commence on the Effective Date and shall (subject to earlier termination pursuant to this clause 12) continue for an initial period of 36 months ("Initial Period"). After the expiry of the Initial Period either party may terminate this agreement on serving at least 3 months written notice, with such termination to come into effect on the anniversary of the Effective Date following the expiry of the 3 month notice period.
- 12.2 Either party may terminate this agreement immediately at any time by written notice to the other party if:
- (a) that other party commits any material breach of its obligations under this agreement which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied; or
  - (b) that other party:
    - (i) ceases to trade (either in whole, or as to any part or division involved in the performance of this agreement); or
    - (ii) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or
    - (iii) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or
    - (iv) the ability of that party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
    - (v) any process is instituted which could lead to that party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).
- 12.3 At least three months prior to the termination or expiry of this Agreement, Evolve will meet with the Client to agree a formal exit plan. Evolve will, at the requests of the client provide the necessary access in order for the Client to take a copy of the site.
- 12.4 The reasonable costs of any exit services incurred by Evolve will be agreed in advance with the Client.
- 12.5 On expiry or termination of this agreement, all provisions of this agreement shall cease to have effect, except that any provision, which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.
- 12.6 Any licence provided to the Client for the use of Evolve's IPR under this shall

cease on termination of this Agreement.

**13. CHANGE CONTROL**

Any request to change the scope of the Services shall be processed in accordance with the Change Control Procedure.

**14. FORCE MAJEURE**

14.1 The definition in this clause applies in this agreement.

**Force Majeure Event:** any event arising, which is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).

14.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

**15. CONFIDENTIALITY**

15.1 The definition in this clause applies in this agreement.

**Confidential Information:** all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:

- (a) identified as confidential at the time of disclosure; or
- (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

15.2 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

15.3 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

15.4 The obligations set out in this clause 15 shall not apply to Confidential Information which the receiving party can demonstrate:

- (a) is or has become publicly known other than through breach of this clause 15; or
- (b) was in possession of the receiving party prior to disclosure by the other party; or
- (c) was received by the receiving party from an independent third party who has full right of disclosure; or
- (d) was independently developed by the receiving party; or
- (e) was required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

15.5 The obligations of confidentiality in this clause 15 shall not be affected by the expiry or termination of this agreement.

## 16. NOTICES

### 16.1 A notice given under this agreement:

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- (b) shall be sent for the attention of the person, and to the address, fax number or e-mail address given in this clause 16 (or such other person, address, fax number or e-mail address as the receiving party may have notified to the other, such notice to take effect five days from the notice being received); and
- (c) shall be:
  - (i) delivered personally; or
  - (ii) sent by fax or e-mail; or
  - (iii) sent by pre-paid first-class post, recorded delivery or registered post; or
  - (iv) (if the notice is to be served or posted outside the country from which it is sent) sent by registered airmail.

### 16.2 The addresses for service of notice are:

- (a) for the Client:

Address: ##Client Address##

For the attention of: ##Client Contact##

E-mail: [##Client Email##](#)

- (b) for Evolve:

Address: Bramley House, Bramley Road, Long Eaton, Nottingham, NG10 3SX

For the attention of: Andy Brinkworth

E-mail: [a.brinkworth@evolveretail.com](mailto:a.brinkworth@evolveretail.com)

### 16.3 A notice is deemed to have been received:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of fax or e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day; or
- (c) in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
- (d) in the case of registered airmail, five days from the date of posting; or
- (e) if deemed receipt under the previous paragraphs of this clause 16.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

### 16.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

**17. PUBLICITY**

All media releases, public announcements and public disclosures by either party relating to this agreement or its subject matter, including promotional or marketing material, shall be coordinated with the other party and approved jointly by the parties prior to release.

**18. ASSIGNMENT**

Neither party may assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Except that Evolve shall have the right to assign its right and obligations to another group company in the event of an internal restructure.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes and replaces any and all prior agreements, understandings or arrangements between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

**20. THIRD PARTY RIGHTS**

This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

**21. VARIATION AND WAIVER**

21.1 A variation of this agreement shall be in writing and signed by or on behalf of both parties to this agreement.

21.2 A waiver of any right under this agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

21.3 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

**22. SEVERANCE**

22.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

22.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**23. GOVERNING LAW AND JURISDICTION**

- 23.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non- contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

**EVOLVE RETAIL LIMITED**

.....(Signature)  
.....(Date)  
.....(Name)  
.....(Position)

**##CLIENT##**

.....(Signature)  
.....(Date)  
.....(Name)  
.....(Position)

## **Schedule 1    Project Plan**

**Detail to be confirmed jointly.**

## Schedule 2 Site software and Specification

### Site software

The software to be used for the Site will be described here

### Specification

Foundations	Price £
<ul style="list-style-type: none"><li>• Hosting on Microsoft Azure Server</li><li>• Foregenix Firewall</li><li>• Provision of the SSL certificate for the website</li><li>• Website security patches</li><li>• Office hours support via telephone and email (Mon-Fri 9:00am-5:30pm)</li><li>• Monitoring software running 24/7/365 on your production system (Monitis)</li><li>• SLA's in place for maintenance issues (can be provided upon request)</li><li>• Reports<ul style="list-style-type: none"><li>○ Hosting Report</li><li>○ Uptime Report</li></ul></li></ul>	
<p>Professional Services</p> <p>Evolve Retail will deliver support services against the systems developed and delivered (or as agreed) in accordance with the terms of service. This will not include changes and amendments to the website.</p>	
<b>Total Monthly Cost</b>	

### **Schedule 3    Services**

**1. Design Support Services:**

**2. Website Configuration Services:**

**3. Testing:**

**4. Hosting**

Annual hosting included in support package

**5. Support**

Foundations package

**6. Project Management:**

#### **Schedule 4**

#### **Acceptance tests**

We will jointly agree the acceptance tests required during the development phase to ensure that all of the confirmed functionality is delivered and operating correctly. This will be based on the user stories and collective agreement of acceptance tests.

## Schedule 5 Charges

1. The following table sets out the Charges and are quoted exclusive of VAT

Monthly support fee:	Total (£)
<b>Standard rates per day:</b>	
Senior Project Manager	£700
Project Manager/Account Manager	£500
Software Developer	£550
Web Designer and HTML Programming	£400
Website Administration	£350
Marketing services	£400

2. The Set Charges shall become payable (and Evolve shall be entitled to raise its invoices) at the following times:

The amounts quoted above are exclusive of Value Added Tax.

3. The Set Up Charges have been calculated on the basis that the Site will be developed using the Site Software and that the Client will perform its obligations at the time and in the manner set out in the Project Plan.

If either:

- (a) Evolve is required to perform additional work or the Site is not completed by the Site Completion Date specified in Schedule 1 (other than as a result of a fault or delay caused by Evolve); or
- (b) Evolve agrees to perform additional work under the Change Control Procedures

Evolve shall be entitled to issue its invoices for such additional work on a weekly basis or at such other time as may be agreed under the Change Control Procedures.

4. The Monthly Charges have been calculated on the basis of the provision of a certain number of hours of resource. If the Client uses more resource in a month then Evolve reserves the right to invoice and the Client agrees to pay for the additional hours at the Standard Rates. If the Client does not use the monthly hours, then it shall not be entitled to a refund or to carry forward unused hours into following months.

#### **Schedule 6 Change control procedure**

1. Evolve and the Client shall discuss any change to this agreement (**Change**)

proposed by the other and such discussion shall result in either:

- (a) a written request for a Change by the Client; or
- (b) a written recommendation for a Change by Evolve,

or, if neither the Client nor Evolve wishes to submit a request or recommendation, the proposal for the Change will not proceed.

2. Where a written request for a Change is received from the Client, Evolve shall, unless otherwise agreed, submit a Change control note (**CCN**) to the Client within the period agreed between them or, if no such period is agreed, within five Business Days from the date of receipt of such request for a Change, or inform the Client that Evolve is not able to comply with such written request for a Change.
3. A written recommendation for a Change by Evolve shall be submitted as a CCN direct to the Client at the time of such recommendation.
4. Each CCN shall contain:
  - (a) the title of the Change;
  - (b) the originator and the date of the request or recommendation for the Change;
  - (c) the reason for the Change;
  - (d) the full details of the Change, including any specifications and user facilities;
  - (e) the price, if any, of or associated with the Change;
  - (f) a timetable for implementation, together with any proposals for acceptance of the Change;
  - (g) the impact, if any, of the Change on other aspects of this agreement, including:
    - (i) the Charges;
    - (ii) the contractual documentation; and
    - (iii) staff resources;
  - (h) the date of expiry of validity of the CCN; and
  - (i) provision for signature of the CCN by the Client and Evolve.
5. For each CCN submitted, the Client shall, within the period of validity of the CCN as set out in paragraph 4(h) of this Schedule 6:

- (a) allocate a sequential number to the CCN;
- (b) evaluate the CCN, and as appropriate either:
  - (i) request further information; or
  - (ii) approve the CCN; or
  - (iii) notify Evolve of the rejection of the CCN; and
- (c) if approved, arrange for two copies of the approved CCN to be signed for and on behalf of the Client and Evolve. The signing of the CCN shall signify acceptance of a Change by both the Client and Evolve.
- (d) Once signed by the Client and Evolve in accordance with paragraph 5 of this Schedule 6, the Change shall be immediately effective and the Client and Evolve shall perform their respective obligations on the basis of the agreed amendment.

## **Schedule 7   Client Provided Content**

The actions for the client are as follows:

- Provide prompt feedback on all decisions required to continue the progress of the project.
- Provide product content
- Provide site content
  - Privacy policy
  - Terms and conditions
  - Product images and description
- Provide temporary control panel access for website URL
- Provide delivery options and prices
- Provide payment gateway details