

pixeledeggs

Hosting and support agreement

Client: UK Export Finance

Site: <https://www.ukexportfinance.gov.uk/>

16 October 2024

Version: 1



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This Agreement, dated 16 October 2024 is by and between

Supplier: **Pixelated Eggs Ltd** (“We”, “Us”, “Our”),
a company registered in England and Wales, no 07884749
with registered office at 7 High Street, Windsor, SL4 1LD

and

Client: **UK Export Finance** (“You”, “Your”),
1 Horse Guards Road London SW1A 2HQ

Service Summary

We will provide hosting and support for the ukexportfinance.gov.uk website (“Website”) for a period of 12 months in accordance with the terms detailed below. We will invoice quarterly as per the schedule defined in the costs section below. The invoice will be on 30 day payment terms.

Additional resource and service fees (see “Resource usage” section below) will be charged at the end of each month in a separate invoice on a 30 day payment term.

During this period, We shall provide You with technical services in respect of the server hardware and network infrastructure (collectively “Infrastructure”) and maintenance services to keep WordPress and plugins updated with the latest security updates (collectively “Services”).

We reserve the right to revise the costs at any time during the term of this agreement by giving 10 business days’ notice of the change.

Service dates

- Hosting and support for the Website will be provided from **01/01/2025** to **31/12/2025** and includes **one day** of support per month and an additional allocation for Project Management, Quality Assurance and Reporting.
- The starting day is always the first day on the month when we first setup the hosting environment



Infrastructure

- The site will be hosted on a custom plan managed by Kinsta. The operating system is Nginx, LXD containers, PHP 8 and MariaDB.
- The plan includes 16 PHP Workers. This is equivalent to Kinsta's Enterprise 4 plan (<https://kinsta.com/single-site-plans>).
- The firewall is through Cloudflare.
- The database will be hosted on the same server.
- The CDN is through Cloudflare CDN.
- The site requires an SSL certificate. Unless otherwise agreed, we will use the Cloudflare service provided by Kinsta.
- The data centre will be located in London (UK).

Domain

- The existing domain is registered and managed by You.

Server access and security

- Highly secure network with active/passive security protocols and firewalls.
- Servers can only be accessed via SSH through a valid user ID and password.
- Databases can be accessed through PHPMyAdmin with a valid user ID and password.
- You cannot receive direct access to servers (via FTP or otherwise).
- Application deployment is through Capistrano (from a GIT repository).
- Access to the website can be blocked for any IP address through IP Deny.
- We will add the Sucuri Website Security Basic plan with 12-hour monitoring and response, malware protection and removal on to the website.



Resource usage

- Your plan allows for 50,000 visits to your sites each month. If You use more than the allowed visits for 2 months in a row, We will discuss moving your plan to the next tier (100,000 visits per month) for the remainder of this agreement. Visits are measured by the total monthly unique traffic (IPs) to your site on the server.
- We will provide 10GB of disk space (files and database) which cannot be exceeded without a change in the plan (additional costs will apply).

Data transfer

- Your plan allows for 50GB of CDN bandwidth to be used each month. If You use more than the allowed CDN bandwidth We will charge you for the additional usage at a rate of £1 / GB.

Backup and disaster recovery

- There is a managed daily backup service in operation with 30 days retention. Data recovery and restoration is through the backup feature in Kinsta's admin dashboard. This includes database backups.
- The main site's application code will be stored remotely using Bitbucket on enterprise class storage using RAID 6 that is designed to be highly available. They take daily snapshots of the code and retain them on their primary systems, replicate them to an offsite data centre, and maintain them in both locations for seven days.

Kinsta support services

- The Services in respect of Infrastructure are provided by Kinsta through 24/7 support and an existing Service Level Agreement ("Kinsta SLA"). We will coordinate with Kinsta in accordance with the Kinsta SLA should any



Infrastructure issues be reported. We will not be liable to You for Kinsta's failure to perform its obligations under the Kinsta SLA (Kinsta's Service Level Agreement can be found at <https://kinsta.com/legal/service-level-agreement/>).

- Network connectivity is managed by Kinsta. If we are notified of any network issues we will liaise with Kinsta.
- The operating system, web server, database server and PHP versions are maintained by Kinsta.
- Application support services are limited to the maintenance services detailed below.

Incident response

- Issues can be reported by email and phone. Our email address is support@pixeledeggs.com and our phone number is [REDACTED]. Outside business hours, please contact [REDACTED] on [REDACTED].
- In the event of a problem with the server, We will inform Kinsta within 30 minutes during business hours and within 8 hours outside business hours. We will then liaise with a Kinsta engineer until the issue is resolved. Kinsta aim to resolve issues within 60 minutes. In the rare event that Your problem cannot be resolved within 60 minutes You will be notified. When notifying You, We will provide You with the details of the problem along with an estimation of when the issue will be resolved. We will keep You regularly updated until the problem is resolved.

Support services

Development Support

We will provide development support to service any updates or bugs identified on the site in accordance with the bug resolution criteria detailed in the table below. These include:

- Corrective maintenance



- WordPress updates or any security updates for plugins (carried out on a staging environment first)

Enhancements and Change Requests

Putting a website live is just the beginning of the story. Successful websites respond to the changing needs of users and Our Support Agreement has been designed to provide ongoing guidance, personalised recommendations and enhancements through the following optimisation services based on available time:

- New features and design amends
- Browser and functionality testing
- SEO and optimisation services
- Insights and analytics reporting
- Edit, revise, update or create new copy and graphics content

What's not included

- Website redesign, new frameworks or development equaling more than 50% change to the Website

Response and resolution times

For peace of mind, any development support requests will be categorised and prioritised based on the technical severity of Your request, ensuring the most efficient response times. Alongside this, Our semiannual reporting will allow Us to make informed decisions on how We can enhance Your site and improve performance.



Severity definitions for development support (bugs)

Bugs have fix times according to their technical severity. Severity is determined by the impact the bug may have on the effectiveness of the functionality of the website.

Severity Level	Priority status	Description
Critical	1	Any issue with the software which renders the website as a whole or any vital function unusable.
High	2	User actions are severely limited by a major fault with the software
Medium	3	User actions are somewhat limited and they may not be able to use the software to its fullest extent
Low	4	Minor faults where the whole site is functioning but parts are either slow or not displaying properly



Incident response and resolution times (bugs only)

Incident Severity	Target Incident Response	Target Incident Resolution
Critical (1)	during business hours: within 30 minutes outside business hours: within 4 hours	during business hours: 4 hours
High (2)	during business hours: within 60 minutes outside business hours: within 6 hours	during business hours: 12 hours
Medium (3)	during business hours: within 4 hours	during business hours: 5 days
Low (4)	during business hours: within 1 day	during business hours: N/A



Contact details

All issues should be raised and tracked in ProofHub and Your Pixeled Eggs Project Manager should always be tagged in each request. We will respond to all maintenance requests within the timeframes detailed above via comments on ProofHub. Our responses will include confirmation that the request was received and an estimated completion date for each action item in the request. Our office hours are 09:00 to 17:30 Monday to Friday, excluding Bank Holidays. Please note that our office is also closed during the period between Christmas and New Year.

Support outside of business hours is for critical bugs only. Critical bugs must also be reported by email or telephone. Our email address is support@pixeledeggs.com and Our phone number is [REDACTED]. Outside business hours, please contact [REDACTED] on [REDACTED].

In the event that We have any issues in delivering on a quoted deadline, We will notify You via email or telephone with a full summary and explanation.

We require that no other party makes alterations to the source code or database structure of the website. In the event that We find any alterations have been made, then any expenses incurred in the diagnosis up to this point shall become chargeable.



Testing

Depending on the nature of amends and updates, We will test the site on some or all of the following combinations of operating systems, browsers and devices:

Desktop

- IE Edge (Windows 10; 1920x1080)
- Chrome (Windows 10; 1920x1080)
- Chrome (Mac OS X; 2560x1600)
- Safari (Mac OS X; 2560x1600)
- Firefox (Mac OS X; 2560x1600)

Tablet

- iOS: iPad (Safari; 2048x1536)

Mobile

- iOS: iPhone (Safari; 5.4 inches)
- Android: Samsung (Chrome; 5.8 inches)

Please note that We will use only the most recent browser versions.

We may also carry out smoke tests on irregular and larger desktop screen sizes.



Data Protection Legislation - Retained Regulation (EU) 2016/679 (UK GDPR) and the Data Protection Act 2018 (DPA 2018)

Data

- A. The parties agree that all data and information provided to Us by You or generated or collected by Us in the course of supplying hosting for the Website (the "Data") will, at all times, be Your property.
- B. You hereby grants to Us a non-exclusive, royalty-free, non-transferable, non-sublicensable licence during the term of this Agreement to use such of the Data as is strictly necessary for the purpose of fulfilling Our obligations under this Agreement.
- C. We will not (except as expressly permitted or required to do so by this Agreement or with Your prior written consent):
 - a. use, reproduce or record any part of the Data in any medium or form; or
 - b. disclose any part of the Data to any third party not authorised by You to receive it; or
 - c. alter, amend, delete, add to or otherwise interfere with Your Data,
- D. If We becomes aware of any data security breach, we will:
 - a. immediately notify You of any such breach; and
 - b. where possible, immediately take all steps necessary to prevent further breach.
- E. With respect to the Parties' rights and obligations under this Agreement, You are the Data Controller and We are the Data Processor.

Security

- A. We will take and maintain appropriate technical and organisational measures to ensure the security of Data and against the unauthorised or unlawful processing of, and accidental loss or destruction of, or damage to, such Data including by:
 - a. taking reasonable steps to ensure the reliability of Our Personnel who have access to any Data and shall ensure that in each case such access is



strictly limited to only those Personnel requiring access for the purpose of the provision of the Services

- b. ensuring that Our Personnel who access such Data are under an obligation to handle the Data in accordance with the obligations regarding confidentiality of information in accordance with Our Data Protection Policy;
- c. ensuring a level of security appropriate to the harm that may result from such unauthorised or unlawful processing or accidental loss, destruction or damage and appropriate to the nature of the Data, taking into account the state of the art technological and organisation security measures available and the nature, scope, context and purposes of the processing of such Data to be undertaken by Us in providing the Services;

Compliance with instructions

- A. We will process the Data only in accordance with Your documented instructions (and keep a written record of such instructions).
- B. We will not transfer any Data outside of the UK or countries, territories or international organisations covered by UK “adequacy regulations” unless Your prior written consent has been obtained and the following conditions are fulfilled:
 - a. You or We have provided appropriate safeguards in relation to the transfer;
 - b. the data subject has enforceable rights and effective legal remedies;
 - c. We comply with Our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d. We comply with reasonable instructions notified to us in advance by You with respect to the processing of the Personal Data;

Data subject rights

- A. We will promptly notify You by email if We:
 - a. receive from a data subject a communication relating to, request for, or notice of, the exercise of that person’s rights under the Data Protection



- Legislation in relation to the Data, including their right to access the Data or prevent certain processing; or
- b. receive any complaint, request, notice or communication which relates directly or indirectly to the processing of the Data or to either Party's compliance with the Data Protection Legislation (save to the extent that such notification is prohibited by the relevant Data Protection Legislation), and, where the same is received, We will:
 - i. together with such notice, provide a copy of any such request or notice and reasonable details of the circumstances giving rise to that request or notice (as the case may be);
 - ii. not respond to any such request or notice without Your prior written consent; and
 - iii. provide all necessary assistance to You to enable us to respond to such request or notice;

Assistance

- A. We will promptly provide to You such information, co-operation and assistance as You may from time to time reasonably require to enable You to comply with Your obligations under the Data Protection Legislation as a data controller in respect of any Data including:
 - a. assisting You in preparing such forms or notices as may be required under Data Protection Legislation to describe the processing of Data by Us;
 - b. assisting You by appropriate technical and organisational measures for the fulfilment of Your obligation to respond to requests for exercising of data subject rights (including access requests) set out in Data Protection Legislation;

Deletion or return of personal data

- A. we will promptly return to You or delete all of the Data and all materials containing any copies of the Data held by Us following the termination or expiry of this Agreement (or relevant part thereof), other than to the extent that its retention is required by Applicable Law.



Data breach

- A. We will notify You in writing no later than 24 hours after We become aware of any Personal Data Breach and at the same time provide You with as much detail relating to the following as are available to Us at the time of such notification (and updates to the same as We become aware of them or upon request by You):
 - a. details of the nature of the Personal Data Breach;
 - b. the nature of the Personal Data affected, including the categories and number of Personal Data records concerned;
 - c. the categories and number of data subjects concerned;
 - d. Our opinion as to the possible consequences of the Personal Data Breach; and
 - e. the measures taken, or proposed to be taken, to resolve the Personal Data Breach and mitigate its possible effects;
- B. We will maintain a log of Personal Data Breaches, including facts, effects and details of the remedial action that was taken Us.

Sub-processors

- A. We may only authorise a Sub-processor to process any Personal Data related to this Agreement with the prior written consent of the Controller (Client), such consent not to be unreasonably withheld, and when doing so the Processor must:
 - a. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - b. provide the Controller, upon request, with such information regarding the Sub-processor as the Controller may reasonably require.
- B. The Data Processor shall remain fully liable for all acts or omissions of any Sub-processor.

Your Obligation

- A. You will comply with Your obligations under applicable Data Protection Legislation in relation to Your collection, processing and provision of Data to Us in connection with this Agreement. We will comply with Our obligations under



applicable data Protection Legislation in relation to Our processing of Data in connection with this Agreement.

Liability

- A. Neither party shall be liable to the other, whether in contract, tort, misrepresentation or otherwise (including negligence) for any consequential or indirect losses, costs, expenses or otherwise including, but not limited to, loss of profits, loss of revenue, loss of goodwill, loss of business or loss of opportunity.
- B. Neither party shall be liable to the other for any damage or loss resulting from the loss of confidentiality caused by the storage of information on the internet
- C. Each party's total liability shall not exceed the Fees paid by You in relation to the Services to Us in the 12 month period preceding the incident giving rise to the claim.
- D. You accept that the allocation of risk under the Agreement is a fair reflection of the nature of the Services and the level of the Fees charged for the Services.
- E. Nothing in the Agreement excludes or limits either party's liability for death or personal injury caused by its negligence or that of its employees.

Indemnities

During the term of this Agreement and for 12 months after its end each party ("Indemnifying Party") shall indemnify the other party and the other parties trustees, directors, officers, employees, affiliates, and agents, past or present, ("Indemnified Party") against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including but not limited to reasonable attorney fees) arising out of or related to any actual or alleged:

- A. personal injury or property damage, but only to the extent caused by the negligent or willful acts, errors or omissions of Indemnifying Party in performing the Agreement;
- B. misrepresentation, breach of warranty, or breach of covenant or other promise by Indemnifying Party of any representation, warranty, covenant or other promise in this Agreement;



- C. infringement by Indemnifying Party of any third party's patent, trademark or copyright, or misappropriation of any third party's trade secret; and,
- D. violation of any applicable laws or regulations, including failure to comply with any applicable taxing authority.

Neither party shall have recourse or right of action against any officer or director, in his or her individual capacity as such, past, present or future, of the other party or of any successor thereto, whether by virtue of any statute or rule of law or otherwise, all such liability being, by the acceptance hereof and as part of the consideration of the execution hereof, expressly waived and released.

Commencement and termination

- A. Either party can terminate this agreement at any time on 60 days' written notice. We will provide credit against future work for any full remaining months minus an administration fee of £240 excluding VAT.
- B. If the website was not developed by Us and isn't currently hosted by Us, We will charge a commencement fee of £835 excluding VAT to prepare the deployment.
- C. If the website is to be migrated to a new host during or at the end of this agreement, We will charge a one off fee of £417.50 excluding VAT to prepare the migration.
- D. We reserve the right to terminate this agreement immediately and with no refund if the site breaches the Kinsta Client Content and Acceptable Use Policy (<https://kinsta.com/legal/terms-service/>) as amended by Kinsta from time to time. It is your responsibility to remain aware of the AUP terms.

Renewal terms

- A. This Agreement will not automatically renew. We will send You a written reminder at 30 days before the expiry date and the Services may only be renewed with mutual written consent.
- B. Renewal prices are subject to change.



Fees

Our cost is based on the following rates. These rates exclude VAT.

- Hosting:
 - up to 50,000 visit per month - £180
 - up to 100,000 visit per month - £215
- Support:
 - Support services - one day per month - £1,240
- Commencement fee (where site not developed or currently hosted by us) - minimum £835
- Termination fee (where site is being transferred to another provider) - £417.5
- 3rd party SSL certificate - £250 per year
- Sucuri Website Security plan - £265 per year
- WebToffee Cookie Consent Plugin - £65
- Additional disk space - £20 per 10GB per month
- Additional CDN bandwidth - £1/GB
- Domain registration and management (one domain) - Minimum £25 or the cost of registration + 10% (whichever is higher) per year
- This pricing is valid for 60 days from the date of this document.

Description	Months/QTY	Price	Subtotal
Hosting	12	████	████
Support	12	████	████
Annual WebToffee Cookie Consent Plugin License	1	██	██
Annual Sucuri Website Security Plan	1	████	████
		Total	£17,370

Invoicing schedule

1st January 2025	£4,342.50
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1st April 2025	£4,342.50
1st July 2025	£4,342.50
1st October 2025	£4,342.50



Approval

UK Export Finance

Name:

[Redacted]

.....
Signature:

[Redacted]

.....
Position:

[Redacted]

.....
Date:

06/12/2024

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