

Site Guardian Support Contract Ref: DDaT22395

between

United Kingdom Research and Innovation (hereinafter referred to as "**the Client**"), currently operating from Polaris House, Swindon, SN2 1FL, UK, of the one part

and

Liquid Light Ltd (hereinafter referred to as "**the Consultant**") formed and existing under the laws of United Kingdom, having its headquarters in Brighton, UK and currently operating from 28 Kensington Street, Brighton, East Sussex, BN1 4AJ UK of the other part.

The Client retains the services of the Consultancy for a period of 2 Days (16 hours) per month, in connection with the Enter project name, in accordance with the terms of the attached documents initialled by the parties being:

[REDACTED]

This Contract ([REDACTED]) constitutes the entire agreement between the parties in relation to the [REDACTED] that may not be varied except by written agreement between the parties. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.

No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that or any other right of such party.

This agreement shall be governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement.

In consideration of the agreements and undertakings in this Contract the parties hereto have granted the rights and accepted the obligations specified.

SIGNED by _____ and on behalf of United Kingdom Research and Innovation.

Date: 01/09/2022

[REDACTED]

SIGNED by [REDACTED] for and on behalf of Liquid Light Limited

Date: 31/08/2022

[REDACTED]

TERMS & CONDITIONS

The terms set out below are part and parcel of the agreement between the parties. In this document the expression 'the Consultancy' and pronouns 'we', 'us', 'our' and 'ours' 'ourselves' refer to Liquid Light Limited and the expression 'the Client' refers to the other party to the agreement.

DEFINITIONS

A 'work request' or 'undertaking' – refers to request made by the Client to the Consultancy for a specified project or piece of work as part of the [REDACTED]

[REDACTED] is the act of and fee paid by a Client to a professional (the Consultant) in return for engaging their services.

1. NATURE OF SERVICES

1.1 The Client has pre-paid for this service to be used in [REDACTED]

1.2 Our opening hours are 9.00am to 6.00pm Monday to Friday (excluding UK public holidays).

1.3 Consultancy provides a flexible range of support such as [REDACTED] support, design modifications, feature developments, meetings and phone support. This also includes 1 to 2 hours of system administration for [REDACTED]. For more information on the support offered, please see the Maintenance & Support Guide.

1.4 The Client and Consultancy will work together with the following relationship:

1.5 The Consultant will aim to pre-schedule the Client's work requests into regular slots to allow both parties maximum planning efficiency. The client understands that tasks will need to be scheduled and allocated and will provide reasonable notice on tasks.

2. ADDITIONAL SERVICES/EXPENSES

2.1 Work beyond that available on the retained hours in a month will either be

- (i) Deducted from the following months time or
- (ii) Will be charged in addition onto the following months [REDACTED]
- (iii) A maximum of half your [REDACTED] allowance can be used in advance (in this instance 8 hours).

2.2 Should the Client find they require more retainer time than originally expected, they are welcome to add additional days to their original contracted retainer time.

2.3 The Client understands additional work beyond the scope of this retainer contract must be negotiated separately and will require separate agreement, to be charged at the standard retainer rate (see section 5.1). Such additional work could be a project or task of which magnitude in scope would not be possible to complete within the allotted retainer time or/and is more appropriate to being treated as a separate project.

2.4 Additional costs such as (but not limited to) travel & subsistence, accommodation, images, fonts, interactive media, software, hardware, use of third party suppliers or freelancers, parts or components are not included in the retainer cost and such costs will be confirmed in advance and will be charged separately.

3. CONSULTANT RESPONSIBILITIES

3.1 The Consultancy warrants to the Client that all work carried out will be performed with a high degree of care and skill and as far as reasonably possible within the allotted retainer timescale (within the week/ within the month).

4. CLIENT RESPONSIBILITIES

4.1 The Consultant's ability to complete certain requests is significantly, if not solely reliant on the Client's approval or feedback and (but not limited to) delivering content and assets. The Client therefore understands the importance of clear and consistent communication to ensure scheduled timelines are met.

4.2 The Client understands that the Consultancy is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects. In exceptional circumstances (an emergency) the Consultancy will make every effort to accommodate a short notice work request.

4.3 The Consultant shall not be liable to the Client for any of the consequences of, and the Client shall indemnify us against, all losses, liabilities, obligations, expenses and costs (including legal costs) that we may suffer or incur by reason directly or indirectly of the sending by us of information or other material by whatever means or medium (including but not limited to email, direct mail, HTML, SMS, or letter) to a database or list of contacts provided by the client and anything related to the content or format of any material supplied or requested by the Client in connection with a project, including any infringement of the intellectual or other proprietary rights of a third party or wilful default by the Client or any of its obligations or warranties under the contract.

5. TIME / FEE

5.5 Invoices unpaid after 30 days may attract a surcharge at a rate per annum 5% higher than the base rate as fixed by the Bank of England for the time being for the period for which they remain unpaid.

5.6 Time required to travel to and from, and attend client meetings will be deducted from the allocated hours [REDACTED].

6. CODES, TECHNOLOGY & INTELLECTUAL PROPERTY

6.1 We retain sole ownership of all programming, code and other technology developed for the Clients website, as this forms part of a library of routines which are our intellectual property.

6.2 The Client shall free of royalty enjoy an unlimited license for the [REDACTED], and may modify or alter the functionality in line with its own requirements. The Client may not copy, resell, redistribute, or use [REDACTED] for any purpose other than the specified project, or cause or allow any third party to do so. Under the circumstance that the client should be acquired in whole or in part, then the license may be transferred to the acquiring party under the same terms of the license agreement.

6.3 The copyright of all approved designs will be freely assigned to the Client for use in the specified Client task for which it's produced. We will retain the right to use these designs for promotional purposes on the basis that no live data will be used from secure areas of the site. The parties shall work together to ensure that a suitable example of the site is used.

6.4 The Consultant retains the moral right to be asserted as author of the solution, in the form of a "Website Design by Liquid Light" link at the bottom of the Client's homepage and Meta tags in the HTML source code.

7. CONFIDENTIALITY & DATA PROCESSING

7.1 All information supplied by the Client will be treated as confidential, unless or until it is within the public domain. Information required by statutory bodies (for example the Stock Exchange) will not be unreasonably withheld. This clause is, however, subject to the terms of any separate confidentiality agreement, which is already in place.

7.2 The consultancy in the execution of its services to the client, will a) store and process the personal details (email, contact details, contact reports, general facts etc) of individual employees of the client who we engage with as part of the delivery of the project. b) store and process the personal details of the clients website visitors, customers and contacts whose details are stored or processed as part of the website operational requirements. As a data processor working on behalf of the client who is the data controller, we will adhere to both GDPR & DPA legislation ensuring to our best endeavours that the clients sites and our delivery of service is inline with GDPR & DPA legislation. c) that we may potentially hold backups of data (including personal details) on behalf of the client to ensure we are able to deliver our service and support the client inline with legitimate interests, not only during the project process, but also following the successful completion of the contract. The consultancy will attempt to minimise both the retention/storage and processing of personal data to reduce potential liabilities and responsibilities for both the consultancy and the client.

8. CANCELLATION/TERMINATION

8.1 The minimum cancellation notice period for [REDACTED] is 3 months, after which receipt of final payment, this contract shall cease (this does not affect any clauses meant to survive the cessation of this contract).

8.2 The Client is welcome to increase or decrease their contracted [REDACTED]. Should they wish to decrease their retainer time but not to a point of cancellation (for example, from 3 days per month to 2 days per month) the minimum notice period of the reduction is 3 months.

8.3 None of the above however, precludes either party from terminating a project by reason of an unremedied material breach by the other party of a fundamental term of the contract, or from exercising whatever rights it then has at law.

9. CHANGES OR ADDITIONS TO THE TERMS

9.1 No variations of or additions to these terms will be of any force unless agreed to in writing by both parties. We may, however, modify or add to these terms in line with any changes to our terms of business with our customers generally, provided such modification or addition does not materially detract from the contractual rights of the Client.