

- 'Intellectual Property Rights' - all copyrights, patents, registered and unregistered design rights, database rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
- 'Maintenance Fee' - the annual fee payable by the Client to the Designer in respect of the services set out in Schedule 2.
- 'Material' text, graphics, images, sound, video or any combination thereof.
- 'Designer Senior Representative' - a member of the Designer's management as notified to the Client.
- 'Problems' - difficulties experienced with the operation of the Website which may be categorised by the Designer in its discretion as any of the following:-
- 'Level 1 Problem' - an operational problem which renders the Website completely inaccessible to users of WWW or severely corrupts the integrity of the data or services available at the Website.
- 'Level 2 Problem' - an operational problem which renders the Website partially inaccessible to users of WWW or which renders it materially inconsistent with the Specification.
- 'Level 3 Problem' - any other problem with the operation, format or appearance of the Website.
- 'Retained Copyright' - computer code or script, whether compiled or not written by the Designer in HTML, CGI-bin, Perl, Java or any other computer language and incorporated into the Website.
- 'Server' - the computer on which the Website is hosted.
- 'Server Performance' - the proportion of time during the period of this Agreement for which the Server will be accessible via WWW as set out in Schedule 4.

'Services' -	the services set out in Clause 3 and Schedule 3.
'Specification' -	the document attached as Schedule 1 as modified by any Enhancement Specification attached to this Agreement.
'Third Party Copyright'	Intellectual Property Rights owned by third parties in software used by the Designer in connection with this Agreement.
'Update' -	substitution, to the extent specified in Schedule 3, of text or graphics on the Website without the need to amend or add any code or links;
'Website' -	a compilation of one or more webpages being a combination of text, data, sound, images or other material accessible through WWW developed by the Designer pursuant to the Specification.
'Working Hours' -	9.30am to 5.30pm London time on weekdays (excluding United Kingdom bank and public holidays) unless otherwise specified in Schedule 3.

2. THE AGREEMENT

In consideration of the payment of the Maintenance Fee and any other fees payable pursuant hereto by the Client to the Designer, and subject to the effects of the failure or interruption of services provided by third parties, the Designer agrees to use its reasonable endeavours to provide the Services and to maintain the Server Performance.

3. THE SERVICES

4. CHARGES

5. WEBSITE CONTENT

6. CHANGE CONTROL

7. CLIENT'S OBLIGATIONS

8. INTELLECTUAL PROPERTY AND INDEMNITIES

9. LIMITATION OF LIABILITY

10. TERM AND TERMINATION

11. WARRANTIES

12. **CONFIDENTIALITY**
13. **ENTIRE AGREEMENT AND SEVERANCE**
14. **ASSIGNMENT AND SUB-CONTRACTING**
15. **NOTICES**
16. **FORCE MAJEURE**
17. **WAIVER**
18. **DISPUTE RESOLUTION**
19. **HEADINGS**
20. **PERSONNEL**
21. **GOVERNING LAW**