Service Level Agreement

1.DEFINITIONS

1.1 Hosting Provider Company refers to the specialist companies, such as BlueHost and GoDaddy from whom File Design Systems contract their Dedicated Web Servers.

 1.2 A Project can be a website, database system, search engine optimization work, or any other service provided by File Design Systems Inc. to the Customer.

 1.3 "Frustrates" is a term used to describe a situation were one party to a contract acts in a way so as to make it unrealistic for the other party to carry out their part of the contract. .

 1.4 The word "contract" as it appears in these terms and conditions shall mean the contract between File Design Systems Inc and the Customer, which will be based on the terms and conditions contained within this Service Level Agreement.

2. ABBREVIATIONS

2.1 FDS stands for File Design Systems.

2.2 SLA stands for Service Level Contract.

2.3 ISP stands for Internet Service Provider.

2.4 HPC stands for Hosting Provider Company.

3. CONTRACT

3.1 The terms and conditions contained in this SLA apply to all FDS customers unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between File Design Systems and the Customer. In the event of any ambiguity between these terms and conditions and any terms agreed in writing between File Design Systems and the Customer then these terms and conditions will apply.

4. ESTIMATES

4.1 FDS will provide customers with initial estimates for projects on request. The final project sum may vary from the initial estimate. An estimate as opposed to fixed price quotation is useful when the actual project sum cannot be reasonably or accurately ascertained at the onset.

4.2 Work carried out against estimates will be charged in accordance with clause 8.

4.3 FDS will provide estimates in writing by email to customers, which will include a hyperlink to this SLA. Acceptance by a customer of an FDS estimate is subject to acceptance of the terms and conditions in this SLA, unless specifically agreed in writing between the Customer and FDS to the contrary.

5. FIXED PRICE QUOTATIONS

5.1 Whenever possible FDS will provide customers with a fixed price quotation and detailed specification for a project.

5.2 Items omitted or added to the specification that accompanies a fixed price quotation will be treated as variations in accordance with clause 6.

5.3 FDS will provide quotations in writing by email to customers, which will include a hyperlink to this SLA. Acceptance by a customer of an FDS quotation is subject to acceptance of the terms and conditions in this SLA, unless specifically agreed in writing between the Customer and FDS to the contrary.

6. VARIATIONS

6.1 The value of work included in a fixed price quotation specification that is omitted will be valued and deducted from the final project sum.

6.2 Work that is in addition to that detailed in a fixed price quotation specification will be valued and added to the final project sum.

7. COPYRIGHT

7.1 The source code of all website web pages remains the intellectual property of FDS and may not be copied and used by any other party without the consent of FDS .

7.2 All scripts, css and include files used within customer websites remains the intellectual property of FDS and may not be copied and used by any other party without the consent of FDS .

7.3 The stored procedures, functions and triggers programmed in to SQL Databases remain the intellectual property of FDS and and may not be copied and used by any other party without the consent of FDS .

7.4 All customer logo images, images unique to the customer, i.e. of their premises, work force and their business, plus all written copy, belong to the customer and are covered under their copyright. FDS will not reuse customer written content or images without the express permission of the customer.

8. HOURLY RATE CHARGES
8.1 FDS will charge for services provided that are not included in any quotation or under the terms of clause (9), Hosting. The amount charged will be based on FDS's standard hourly rate, unless a different hourly rate has otherwise been agreed in writing.

8.2 FDS will review and may increase their standard hourly rate on an annual basis.

8.2 There will be a minimum charge of 15 minutes.

9. HOSTING

9.1 FDS use high performance dedicated web servers hosted by first class HPC's, such as Bluehost and GoDaddy.

9.2 Our Bluehost servers has unlimited bandwidth and an uptime performance of over 99.9%. Our Bluehost dedicated server has unlimited bandwidth and an uptime performance of over 99%.

9.3 FDS will quote a separate annual price for the hosting and associated technical support for customer websites.

9.4 FDS will use their best endeavours, in conjunction with the HPC, to rectify the cause of any disruption in the hosting service of a customer's website(s) and to minimise the duration of any such instances.

9.5 FDS will not be liable to the Customer for any compensation in respect of any down-time that may occur with the hosting of their website(s).

9.6 FDS will keep a separate local backup of all customer website files and in the unlikely event of a hard drive failure or other technical failure with the dedicated web server will re-setup the website as quick as possible on a new or repaired web server.

9.7 All SQL Server databases used for customer websites are regularly backed up by Bluehost and in the unlikely event of hard drive or other technical failure with the dedicated web server will be restored and re-connected to customer website(s).

9.8 With regard to any images or download files uploaded to a customer's website by a customer it is the responsibility of the customer to retain a copy of these on their local PC/LAN. In the unlikely event of hard drive failure or other technical failure with the dedicated web server it will be the responsibility of the Customer to re-upload these files.

9.9 FDS utilise various backup processes on their dedicated servers for all website folders and files and may, therefore, be able to avoid customers having to re-upload files in accordance with clause 9.8. This is not guaranteed by FDS so customers should observe and be prepared, in the unlikely event, to comply with clause 9.8.

9.10 In the event that a customer wishes to move their website and/or SQL Server Database to another web server supported by another party, then FDS will cooperate fully, subject to all outstanding amounts being paid up in full, in

advance, along with a negotiated fee to purchase the intellectual copyright of the source code etc detailed in clause 7.

9.11 The option described under clause 9.10 is not available to customer websites that are linked to a shared SQL Server database. In this situation customers can pay for their website data to be exported to a standalone SQL Server database, which can then be relocated.

9.12 In the event that the Customer requires assistance with remedying a situation with their website that is not a technical fault caused by FDS or the HPC the time expended by FDS will be charged to the Customer in accordance with clause 8.

9.13 FDS will invoice for Hosting on an bi-annual basis, bi-annual in advance. Invoices will be raised approximately 60 days prior to the commencement date.

10. EMAIL

10.1 FDS will setup customer's email with email service providers and charge a fixed amount for doing this.

10.2 FDS will pay the mail service provider annual subscription costs for each mailbox and invoice the customer a fixed amount for each mailbox annually.

10.3 FDS are excluded from any liability to the Customer for any interruption or termination in the email service.

10.4 FDS will troubleshoot any problems reported by the Customer with their email. If the problem is due to an omission by FDS then no charge will be made to the Customer. If the problem is not due to an omission by FDS then the Customer will be charged in accordance clause (8), FDS Hourly Rate Charges.

11. WEBSITE SERVICES

11.1 FDS will offer to customers third party services such as those offered by Google to enhance the performance of their websites. FDS may include in quotations the setup and maintenance of such third party services. FDS will not be liable to the customer for any interruption, non-performance, or cancellation of the provision by third parties of any such services.

12. SEARCH ENGINES

12.1 FDS are expert at designing websites to perform well with the search engines and will liaise with customers in trying to achieve high rankings for the appropriate keyword phrases.

12.2 FDS accept no responsibility or liability to the customer for the actual rankings achieved or how such rankings may vary over time.

13. INVOICING & PAYMENT

13.1 FDS standard payment terms are 14 days from the date of invoice.

13.2 FDS will specify within estimates or quotes how a project will be invoiced. Large projects may be split in to a number of monthly interim invoices plus a final invoice on completion.

14. PERFORMANCE

14.1 FDS will ensure that the specification quoted for to the customer works as intended. In the event that the customer reports that some part of the specification is not functioning correctly then FDS will investigate this and take corrective action, which will be at no expense to the customer.

14.2 In the event that the customer reports an issue which is related to a matter that falls outside of the project specification then FDS will investigate this and email the customer a report and ,if appropriate, a price to carry out the extra work involved to resolve the issue.

15. DAMAGES

15.1 Unless expressly agreed in writing to the contrary FDS do not have any liability to the customer for any delays in completing a project.

15.2 FDS do not have any liability to the customer for the performance of a website, database or any other entity/service developed/setup for the client.

16. TERMINATION

16.1 In the event that the customer does not pay an invoice within 30 days of the due date, i.e. within 44 days of the date of the invoice, then FDS have the right to suspend all further works for that customer until such time as payment is made in full.

16.2 In the event that the Customer does not pay an email subscription invoice within 30 days of the due date, i.e. 44 days after the invoice date, then FDS reserve the right to turn off any email services until such time as the invoice is paid in full.

16.3 In the event that the Customer does not pay a hosting subscription invoice within 30 days of the due date, i.e. 44 days after the invoice date, then FDS reserve the right to turn off any website hosting until such time as the invoice is paid in full.

16.4 In the event that the customer becomes insolvent or goes in to liquidation FDS have the right to immediately terminate their contract with the Customer and invoice for the full value of project works carried out to that date, plus suspend any email or hosting services.

16.5 In the event that a customer "frustrates" the progress of a project contract with FDS then FDS will be entitled to give 14 days written notice to the customer of the contract being terminated. If the customer does not satisfactorily remedy the cause(s) of the frustration, within the 14 day notice period, then FDS will have the right to terminate the contract. FDS will invoice the Customer for the full value of works carried out to-date.