

ShopSeeDo™ Non-Exclusive Licensing Agreement

Effective 1 November 2016. Subject to change.

Introduction

These terms and conditions, when read in conjunction with Hosting, Maintenance and Support Agreement, are applicable to non-exclusive use of smartphone applications powered in part or entirety by ShopSeeDo™ and ShopSeeDo™ Lite technology (“The Project”) supplied by **Obelisk Apps Limited** (“The Supplier”).

1) Acceptance

A copy of these terms and conditions is submitted along with project quotations and must be agreed prior to work commencing. Alternatively, payment of a deposit or payment online is an acceptance of our terms and conditions.

The most recent version of these terms and conditions are always available on our website for review, and are always considered the most up to date version. The latest online version always superseding any previously published or distributed copies, unless specifically stated in the proposal terms.

2) Charges

Charges for services to be provided by the Supplier are defined in the project proposal that the Client receives via email or in discussion. Proposal quotations are valid for a period of 30 days unless alternate time-scales have been agreed beforehand with the Client. The Supplier reserves the right to alter or decline to provide a quotation after expiry of the valid timescale.

All Projects costing less than £5,001 (ex VAT) will require an advance payment of the Project quotation total before work will commence. All other projects require a thirty percent deposit payment. The remaining balance of the project quotation total will be due upon completion of agreed milestones, detailed in the project proposal.

Charges for the Project excludes access to source code, assets created, hosting and support fees, but does include submission of Apps to App Stores and access to Content Management Systems (CMS) where agreed.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to Obelisk Apps Limited and sent to:

Obelisk Apps Limited
Hartwood Green Cottage
Preston Road
Chorley
PR6 7AZ

Bank transfer payments should be sent to the details below:

Please pay: HSBC

For the credit of: Obelisk Apps Limited

Account Number 60095966

Sort Code 40-20-80

3) Client Review

The Supplier will provide the Client with an opportunity to review the appearance and content of the App during the design and once they are completed. At the completion of the Project, such materials will be deemed to be accepted and approved unless the Client notifies the Supplier otherwise within sixty days of the date the materials are made available to the Client.

4) Project Schedule and Content Control

i) Standard Licence

In the majority of projects, the Supplier will supply the Client's deliverables by the date specified in the project proposal. If no such date is specified, the time-scale shall be within twelve weeks of the date initial payment is received from the Client, unless a delay is specifically requested by the Client and agreed by the Supplier. An alternate time-scale can be agreed during the initial project discussion.

In return, the Client agrees to delegate a single individual as 'first-point-of-call' to aid the Supplier with completing the project in a satisfactory and expedient manner.

During the project, the Supplier will require the Client to provide copy and images. If content is not provided within two weeks of an official request by email then the Supplier reserves the right to advise the Client of a revision to the final payment subject to any costs incurred in the project delay. If content is not provided within four weeks from the original email request then the Client is considered to be in default of the project, the project will be terminated and the Client sent the final invoice for immediate payment.

The Supplier will agree, at its discretion, to recommence the project after agreement is reached on a new quotation document and once the original fees have been paid.

At its discretion, The Supplier will grant access to app Content Management to control content directly. This access may be withdrawn at any time if the Client or Client account is deemed to be in default (see Section 6). If granted, the Supplier cannot be held responsible for accuracy of the Project content.

ii) Extended Licence

Clients wishing to make changes to the functionality of the standard ShopSeeDo™ Project may do so at the discretion of the Supplier. Direct development costs incurred will be invoiced by the Supplier to the Client to be paid in part or whole before development work commences.

Extended licence development work quoted to be less than £10,001 excluding VAT is payable in advance. Otherwise, a thirty percent deposit is payable in advance with the balance paid for before implementation. Additional milestone payments may be requested subject to prior written agreement between Client and Supplier.

Extended Licence is not applicable to ShopSeeDo™ Lite.

5) Payment

Payment is of the essence.

i) Development

An invoice will be issued at the start of the Project to cover the initial setup charge. A final invoice will be provided by the Supplier upon completion of the development, design and any associated services.

Depending on the size of the project, and agreed milestones, intermediary milestone invoices may also be raised. Invoices are normally sent via email; however, the Client may elect to receive hard copy invoices. All invoice payments are due immediately.

Final balance is due before the completed Project will be submitted to the App Stores.

ii) Hosting, Maintenance & Support

The Supplier and/or its appointed contractors will exclusively host the Project.

Unless otherwise agreed in writing, an annual hosting and support fee at the prevailing rate detailed within the associated Hosting, Maintenance & Support Agreement is payable in 12 equal monthly instalments commencing one month in advance of app submission to App Stores.

If any invoice has not been settled after thirty days of date of issue then the Supplier will consider the account to be in default, and reserves the right to invoke Sections 6 and 7 of this Agreement.

iii) Marketing

Provision for in-app marketing will be made within an associated Hosting, Maintenance and Support package.

iv) Relicensing

The agreed licence fee is payable in advance and is valid for a minimum of twenty-four months ("Initial Term"). The Supplier will do its utmost to minimise future licensing costs, and will provide the Client with a 12 month notice period if relicensing will be necessary.

v) Sale of Licence and Franchising

The Supplier reserves the right to sell or franchise the Master Project. In such circumstances, existing licence holders will be offered first refusal to acquire the licence franchise held, and in turn offer The Supplier first opportunity to acquire unwanted licences.

6) Default

If the Client in default has any information or files on the Supplier's host space, The Supplier can, at its discretion, remove all such material from its host space. The Supplier is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.

Cheques returned for insufficient funds, or electronic payments returned unpaid will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay the Supplier reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by the Supplier in enforcing these Terms and Conditions.

If in default, the Supplier reserves the right to temporarily or permanently suspend Client access to Content Management, and terminate the Agreement

7) Termination

Termination by Client

Before submission to App Stores, termination of the Project by the Client must be requested in writing or email and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email.

The Client will be invoiced for design and development work completed to the date of first notice of cancellation for payment in full within fourteen days.

Any deposit paid prior to project commencement will be forfeited if the project is cancelled by the client, even if no deliverable work has been completed.

After submission to App Stores, and without prejudice to any rights or remedies of Client, the Client may terminate the Agreement during the Initial Term by providing ninety days' written notice (including by email) to Obelisk Apps at any time after launch. In such circumstances, the Client will be required to pay any Hosting, Maintenance and Support Fee for the Initial Term in full.

Without prejudice to any rights or remedies of Client, the Client may terminate the Agreement after the expiration of the Initial Term by providing thirty days' written notice (including by email) to Obelisk Apps.

Without prejudice to any rights or remedies of Client, the Client may terminate this Agreement with immediate effect in writing (including email) to Obelisk Apps, without any liability whatsoever in the event that:

- i) Obelisk Apps breaches any of the provisions of this Agreement or fails to perform any of its obligations under this Agreement; or
- ii) Obelisk Apps suffers an Act of Insolvency.

Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email.

Termination by Obelisk Apps

Without prejudice to any rights or remedies of Obelisk Apps, Obelisk Apps may terminate the Agreement by giving a thirty (30) days' notice in writing to the Client at any time.

Without prejudice to any rights or remedies of Obelisk Apps, Obelisk Apps may terminate with immediate effect this Agreement, without any liability whatsoever, in the event that:

- i) The Client fails to make any applicable payment under this Agreement to Obelisk Apps when due; or
- ii) The Client breaches any of the provisions of this Agreement or fails to perform any of its obligations under this Agreement; or
- iii) The Client suffers an Act of Insolvency.

Any attempt by the Client to contact the Supplier's employees or their contractors in an effort to procure their services directly will mean instant termination of this Agreement with no refund on monies already paid and instant Client forfeiture to the licence granted. The Client will also be chargeable for any unpaid development up to the point of termination.

Clients in default for more than thirty days may have their contract adjudged void.

8) Legal Restrictions

This agreement is also bound by the Obelisk Apps Limited Non-Disclosure Agreement, either inferred or signed by both parties.

9) Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants the Supplier the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is furthermore responsible for granting the Supplier permission and rights for use of the same and agrees to indemnify and hold harmless the Supplier from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for App licence and/or development shall be regarded as a guarantee by the Client to the Supplier that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

10) Intellectual Property and Source Code

The Supplier retains the Intellectual Property and source code for solutions developed by the Supplier and its appointed contractors; including any elements specified by the Client to be added to their extended licence product.

11) Media Delivery Requirements

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered via e-mail, CD-ROM, DVD, or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpg or .png format. The specific requirements will be discussed and agreed with the Client prior to commencement of the project.

Although every reasonable attempt shall be made by the Supplier to return to the Client any images or printed material provided for use in creation of the Client's licensed App, such return cannot be guaranteed.

12) Access Requirements

If the Client's App is to be published on a third-party development account, Obelisk Apps Limited must be granted temporary access the account to prepare App submission. If the Client's App is to interact with a third-party remote server the Client shall provide full access details to storage and content directories. Depending on the specific nature of the project, other resources might also need to be configured on the server.

13) Post Project Alterations

The Supplier cannot accept responsibility for any alterations caused by the Client or a third party occurring to the Client's project once live. Such alterations include, but are not limited to additions, modifications or deletions.

The Supplier may require a one-off App Development charge before resolving any issues that may arise.

14) Third Party Services

The Supplier may require the usage of third party services - for example, Google Maps API - to complete the Project's requirements and will ensure these services are integrated into the project and working correctly upon completion. The Supplier cannot be held responsible for subsequent changes or issues with these third party services that may result in issues on the Client's licensed App and may require a one-off App Development charge before resolving any problems that may arise.

15) Domain Names

The Supplier may purchase domain names on behalf of the Client, in which case they will then be renewed on an annual basis and the Client will be invoiced by the Supplier. For all domains, reminder emails will be sent out to the client before the domain expires at sixty and thirty days before expiration. Domains are automatically renewed ten days before expiration. In all cases, the Client must notify the Supplier that they do not wish to keep the domain twenty days before the expiration date. The loss, cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of the Supplier. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

16) General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

17) Governing Law

This Agreement shall be governed by English Law.

Duly authorised for and on behalf of Client:

Signature

Printed Name

Date

Client Name

Client Address

Duly authorised for and on behalf of Obelisk Apps Limited:

Signature

Printed Name

Date

Obelisk Apps Limited | Hartwood Green Cottage | Chorley | PR6 7AZ
0845 543 8477 | www.obelisk-apps.co.uk | info@obelisk-apps.co.uk
UK Company Registration 09624738

Hosting, Maintenance & Support Agreement

Introduction

This Hosting, Maintenance and Support Agreement is made and entered into by and between Obelisk Apps Limited (company number 09624738) trading as Obelisk Apps (“Obelisk Apps”) and customer who is a purchaser of Obelisk Apps technology or services (“Client”). This Agreement does not supersede or replace any terms of the proposal or sales agreement or any other document attached to any Project proposal.

1) Interpretation

Capitalised terms used herein shall have the meaning set forth in the Agreement, unless defined differently in this Clause or elsewhere in this Agreement.

“Act of Insolvency” shall mean:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Client;
- b) the making of an application for an administration order or the making of an administration order in relation to the Client;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Client;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Client
- e) the commencement of a voluntary winding-up in respect of the Client;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Client;
- g) the striking-off of the Client from the Register of Companies or the making of an application for the Client to be struck-off;
- h) the Client otherwise ceasing to exist; or
- i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Client.

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

“Agreement” shall mean the Maintenance, Hosting and Support Agreement between Obelisk Apps and Client.

“Duration” shall mean the effective period of the Maintenance, Hosting and Support Agreement as further specified in clause 10.

“Error” shall mean any verifiable and reproducible failure of the System to operate in accordance with the Functional Specifications under conditions of normal use. Notwithstanding the foregoing, “Error” shall not include any such failure that is caused by:

- i) the use or operation of the System with any other software or programming languages or in an environment or on hardware other than the Designated Hardware
- ii) Modifications to the System not made or approved by Obelisk Apps.

“Error Correction” shall mean either

- i) an Update, or
- ii) a Single Error Correction

“Fatal Errors” shall mean Errors totally blocking the functionality of the System, as a result of which the System substantially unusable.

“Holidays” shall mean every official and/or national holiday in the country where Obelisk Apps is located.

“Hosting” store (a website or other data) on a server or other computer so that it can be accessed over the Internet.

“System” shall mean the components on which Obelisk Apps offers the Maintenance Services.

“Maintenance Services” shall mean the services specified in clause 4.

“Hosting Services” shall mean the services specified in clause 5.

“Maintenance and Support Fees” shall mean the fees due by Client to Obelisk Apps in consideration of the Maintenance Services.

“Major Errors” shall mean Errors, which materially disable or materially and adversely affect part of the functionality of the System.

“Minor Errors” shall mean any Errors other than Fatal Errors and Major Errors.

“Modifications” shall mean any and all changes, including without limitation additions to or deletions from the System, modifications, reconfigurations, alterations, improvements, translations, transformations, derivative works, and/or enhancements of the System.

“Services” shall mean the Maintenance Services and the Support Services.

“Specifications” shall mean the specifications of the System as described in the proposal.

“Starting Date” shall mean the sooner date of both parties having signed this Hosting, Maintenance and Support Agreement, or the App being submitted to App Stores

“Support Request” shall mean a request for Support.

“Update” shall mean an improved version of the System or any part thereof, having the same Specifications – and not incremental additional capabilities or functionality – as the immediately preceding version of the System.

“Upgrade” shall mean a version of the System or any part thereof having incremental additional capabilities or functionality as compared to the immediately preceding version of the System.

“Working Day” shall mean each day of the week, except for Saturdays and Sundays and Holidays as described in Schedule 2.

“Working Hours” shall mean the hours within each Working Day as described in Schedule 2

2) Scope

2.1. Provision of Services

Subject to Client's payment of the Hosting, Maintenance and Support Fee ("HMS Fee"), Obelisk Apps shall use reasonable commercial efforts to provide the Client, during the Duration with the Maintenance Services as regards the System, in accordance with the terms and conditions of this Agreement, it being understood that Obelisk Apps shall only provide its services hereunder in respect of the current product release.

2.2. Exclusions

Obelisk Apps will not be required to provide any Support Services to the Client under this Agreement in circumstances in which the system Project has been modified or altered or are used otherwise than specified by Obelisk Apps in its Specifications, for any hardware or software not supplied by Obelisk Apps (or any failures or delays related thereto), nor for Errors resulting from any breach of this Agreement.

No hardware related items are handled by Obelisk Apps, unless as explicitly otherwise agreed in writing between the parties. This Agreement shall in no way be construed or interpreted as an obligation for Obelisk Apps to provide any Upgrades to the Project.

3) Support Services

3.1. Support

During Working Hours, Obelisk Apps shall make available support via email. This point of contact shall offer the Client a point of entry for request with respect to:

- i) Errors in the System;
- ii) registration, identification and verification of such Errors;
- iii) provision of assistance in remedying such Errors; and/or
- iv) clarification of documentation and Information Requests.

3.2. Requesting Support

All Support and Information Requests must be placed by e-mail in Schedule 2.

3.3. Requests for clarification of documentation and Information Requests

Obelisk Apps shall use commercially reasonable efforts to address all requests for clarification of documentation and Information Requests on a basis mutually agreed by the parties.

3.4. Support Requests not related to Errors in the System

Obelisk Apps shall forthwith inform Client if the Error, for which Support Request was placed, does not relate to the System.

3.5. Support Requests related to Errors in the System

If the Error, for which the Support Request was placed does - at the sole discretion of Obelisk Apps – relate to the system Project, Obelisk Apps shall:

- i) classify such Error as Fatal Error, Major Error, or Minor Error and
- ii) provide Client with subsequent follow up in accordance with the service levels details in Schedule 3

3.6. Communications to Client

These communications may be provided by e-mail, telephone, or any other means reasonably deemed appropriate.

4) Maintenance Services

For the Duration, Obelisk Apps shall use commercially reasonable efforts to provide the Client with Updates and Error Corrections for such Errors as have been reported and allocate sufficient, adequately trained staff in connection therewith. Such Updates and Error Corrections may be anticipated ahead of known Operating Systems changes; provided by email; verbal instructions; or any other means mutually agreed upon. Any verbal instructions will be subsequently confirmed in writing. All Updates and Error Corrections provided to Client shall be subject to the terms and conditions of this Agreement, unless and to the extent explicitly specified otherwise in writing by Obelisk Apps.

5) Hosting Services

5.1. Hardware

The servers used for the Hosting Services are located on a secure third party Cloud platform. For the avoidance of doubt Obelisk Apps shall have no liability whatsoever in respect of any the availability or failure of such servers or changes in functionality.

5.2. Uptime

The Hosting Service will be available 99.9% of the time in any given monthly billing period, excluding Scheduled Maintenance and any downtime of third party providers.

5.3. Data backup & storage media handling

The Hosting Service is backed up incrementally each day, with a full back up being performed weekly.

6) Monitoring Protocols

24/7 x 365 monitoring and proactive notifications to the Obelisk Apps Network and Development team

- TCP Port Scanning
- Ping
- HTTP GET
- 5.4 SSL
- 128-bit SSL encryption

7) Further Obligations of Client

7.1. Self-Examination

Prior to placing any request reporting an Error, the Client shall examine whether such Error is reproducible, whether such Error relates to any System components and, if so, whether such Error may be (partially) related to any third party owned software components within the System.

7.2. Providing Supporting Information

All requests reporting an Error must be accompanied by adequate supporting information, to Obelisk Apps' reasonable satisfaction. As a minimum this information shall comprise:

- i) a detailed description of the Error;
- ii) screen grabs of any User Interface errors
- iii) the circumstances under which the Error occurred; and
- iv) sufficient additional information in order to enable Obelisk Apps to reproduce, classify and correct the Error.

7.3. Installation

The installation of any Error Corrections provided by Obelisk Apps pursuant to this agreement shall be undertaken at the sole discretion of the Client. If any Error Corrections are required which are not covered by this Agreement, such Error Corrections will be chargeable to the Client at a fee to be agreed with Obelisk Apps.

8) Intellectual Property Rights

Any and all Intellectual Property Rights in the Updates and Error Corrections shall vest in and remain with Obelisk Apps.

9) Hosting, Maintenance and Support Fees

9.1. Subject to adjustment under clause 9.2, in consideration of the Support and Maintenance Services provided under this Agreement, the Client shall pay to Obelisk Apps an annual hosting, maintenance and support fee (“HMS Fee”) in an amount equal to 20% of the standard licence fee, regardless of the licence fee paid. The HMS Fee is payable in 12 equal monthly instalments.

ShopSeeDo™ standard licence fee £ on application

ShopSeeDo™ Lite licence fee £ on application

9.1.1 a discounted HMS Fee is applicable to further iterations of the same ShopSeeDo™ Smartphone app in an amount equal to the prevailing licensing rate levied to ShopSeeDo™ Lite.

9.2. Obelisk Apps reserves the right to alter the HMS Fee on annual renewal or on the release of future versions of the System and/or Project.

9.3. A monthly recurring invoice in respect of the HMS Fee will be issued at the Starting Date. Such invoices are payable on receipt. If the invoice has not been settled after thirty days then Obelisk Apps will consider the account to be in default and liable for termination in accordance with clause 10.

9.4. Clients with accounts in default agree to pay Obelisk Apps’ reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Obelisk Apps in enforcing this Agreement.

9.5. Any single Support Request carrying a cost that exceeds the amount paid per month by the Client in respect of its HMS Fee shall not be covered under this Agreement and Obelisk Apps reserves the right to charge the Client for any work undertaken in respect of such Support Request at Obelisk Apps’ standard rate (regardless of whether such work is undertaken during any warranty period provided by Obelisk Apps).

9.6 Included within the Client HMS Fee will be provision for an agreed level of in-app marketing where applicable, including but not restricted to:

- i) Pushed device notifications
- ii) Geo-fenced device notifications
- iii) Customer Relationship Management interface (CRM)

10) Duration and Termination

10.1. Duration

This Agreement is effective from the date the App goes live (“The Effective Date”). The Agreement shall continue for a period of twenty-four (24) months from the Effective Date (“Initial Term”).

Following expiration of the Initial Term, the Agreement shall continue of a periodical basis, renewing monthly until terminated in accordance with the termination provisions contained within this Agreement.

10.2. Termination by Obelisk Apps

10.2.1. Without prejudice to any rights or remedies of Obelisk Apps, Obelisk Apps may terminate the Agreement by giving a thirty (30) days’ notice in writing to the Client at any time.

10.2.2. Without prejudice to any rights or remedies of Obelisk Apps, Obelisk Apps may terminate with immediate effect this Agreement, without any liability whatsoever, in the event that:

Obelisk Apps Limited | Hartwood Green Cottage | Chorley | PR6 7AZ
0845 543 8477 | www.obelisk-apps.co.uk | info@obelisk-apps.co.uk
UK Company Registration 09624738

10.2.2.1. The Client fails to make any applicable payment under this Agreement to Obelisk Apps when due;
or
10.2.2.2. The Client breaches any of the provisions of this Agreement or fails to perform any of its obligations under this Agreement; or
10.2.2.3. The Client suffers an Act of Insolvency.
10.2.3. Any attempt by the Client to contact Obelisk Apps employees or contractors in an effort to procure their services directly will mean instant termination of this Agreement with Hosting Services instantly retracted with no refund on monies already paid. The client will also be chargeable for the full term of the Agreement.

10.3. Termination by Client

10.3.1. Without prejudice to any rights or remedies of Client, the Client may terminate the Agreement during the Initial Term by providing 90 days' written notice (including by email) to Obelisk Apps at any time. In such circumstances, the Client will be required to pay the HMS Fee for the Initial Term in full.
10.3.2. Without prejudice to any rights or remedies of Client, the Client may terminate the Agreement after the expiration of the Initial Term by providing 30 days' written notice (including by email) to Obelisk Apps.
10.3.3. Without prejudice to any rights or remedies of Client, the Client may terminate this Agreement with immediate effect in writing (including email) to Obelisk Apps, without any liability whatsoever in the event that:
10.3.3.1. Obelisk Apps breaches any of the provisions of this Agreement or fails to perform any of its obligations under this Agreement; or
10.3.3.2. Obelisk Apps suffers an Act of Insolvency.

10.4. Telephone requests for termination of services will not be honoured until and unless confirmed in writing or email.

11) Privacy

11.1. The parties hereby acknowledge that while providing the Hosting, Maintenance and Support Services, Obelisk Apps has access to certain server computers of Client on which "Personal Data" is stored. Personal Data means any information in any form relating to an identified or identifiable individual. Obelisk Apps and its appointed contractors will process such Personal Data only to the extent necessary to fulfil its obligations under this Agreement. The Client hereby represents and warrants that in accordance with all the applicable laws and regulations, it has the right and authority to allow Obelisk Apps to process such Personal Data as described in this Agreement.

11.2. The above authorisation serves as a consent granted by the Client to Obelisk Apps to have access to the IT system of the Client. The Client shall inform Obelisk Apps immediately in the event that the Client becomes unauthorised to grant such consent, in which case Obelisk Apps and the Client will engage in good faith discussions to define how Obelisk Apps can continue to provide the Maintenance and Support Services.

12) Governing Law

12.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Schedule 1

Project Name:

Hosting, Maintenance and Support Monthly Fee:

- £ and additionally
- £ per additional locality iteration of the same smartphone app

Payment Start Date:

Recurrence:

Monthly in advance

Schedule 2

Obelisk Apps contact details

Email address: support@obelisk-apps.co.uk

Working Days: Monday – Friday

Working Hours: 9am – 5pm (GMT)

Schedule 3

Duly authorised for and on behalf of Obelisk Apps Ltd:

Signature:

Name:

Date:

Duly authorised for and on behalf of the Client:

Signature:

Printed Name:

Date:

Client Legal Name and t/a Name:

Client Address:

Error Classification Target Response & Repair Times	
<p>Fatal Error Progress will be reported on a daily basis until the Error Correction is provided.</p>	<p>Obelisk Apps will respond to the support request within two (2) hours during opening hours. To take measures needed to provide an acceptable solution (work-around or Error Correction) as soon as reasonably possible. Any task that takes longer than 2 hours to resolve will be charged at the Obelisk Apps standard hourly/day rate.</p>
<p>Major Error Progress will be reported on a weekly basis until the Error Correction is provided</p>	<p>Obelisk Apps will respond to the support request within four (4) hours during helpdesk opening hours. To reasonably provide an acceptable solution (workaround or Error Correction) within eight (8) Working Days after analysis. Any task that takes longer than 2 hours to resolve will be charged at the Obelisk Apps standard hourly/day rate.</p>
<p>Minor Error Progress will be reported on a monthly basis and an Error Correction will be provided at Obelisk App's discretion</p>	<p>Obelisk Apps will respond to the support request within two (2) working days. To provide Error Correction in next release.</p>