



# Meanbee

# Maintenance Agreement

Date:

Parties:

**Client**, a company registered in England and Wales under company number [number on Register of Companies] whose registered office is at [address of office on the Register of Companies], henceforth referred to as the Client and

**Meanbee Limited**, a company registered in England and Wales under company number 08532921 whose registered office is at 30-32 Westgate Buildings, Third Floor, Bath, BA1 1EF, UK, henceforth referred to as Meanbee

1. This will constitute an agreement between the Client and Meanbee for web development, design, support and consultancy services for the 6 month period between **(date)** to **(date)**.
2. During this period, Meanbee agrees to devote **(number)** days per month on assignments to be determined by the Client.
3. **Business Hours and Communication**
  - a. Office hours are Monday through Friday 9:00 am to 17:30 excluding bank and public holidays.
  - b. Email is to be the primary form of communication between the Client and Meanbee. Meanbee is available for phone calls during business hours only. The time of parties should be respected and if a call is likely to exceed 10 minutes in duration then a telephone meetings must be pre-scheduled.
  - c. Work will normally be performed at the Meanbee Office but occasionally may take place at other locations, as required.
4. **Service Levels**
  - a. Meanbee categories work into issues and enhancements. Issues are prioritised over enhancements.
  - b. On report of an issue with the site, Meanbee commits to Response and Target Resolution times dependent on the severity level.
    - i. The **Response Time** is the time taken (in business hours) for Meanbee to put an action plan in place, inform the Client and dedicate resources to resolve the issue.



- ii. The **Target Resolution Time** is the time (in business hours) that Meanbee aim to resolve the issue with the website. This ultimately depends on the underlying cause of the problem. Meanbee cannot be made responsible for delays incurred due to the Client or third parties.

<b>Severity Level</b>	<b>Description</b>	<b>Response Time (target resolution time)</b>
Priority 1 - Blocker	Cannot proceed due to significant site failure.  Example: Customers unable to order.	Within 1 hour ( < 8 hours)
Priority 2 - Major	Application is usable but important features are restricted or unavailable and a workaround is available.  Example: Unable to download orders file, content breaking.	Within 4 hours ( < 12 hours)
Priority 3 - Minor	Application is usable but less significant or non-critical features are restricted or unavailable.  Example: Unable to update CMS.	Within 8 hours ( < 3 days)

- iii. A Service Level Failure occurs if Meanbee does not acknowledge and action a resolution plan within the response times stated in 4(b)(ii).
- iv. A Service Level Failure must be responded to by a Meanbee Director with an explanation and the steps implemented to ensure repeat failure is avoided.
- v. The Client is given the right to delay payment until the issue has been resolved.

## 5. Out of Business Hours Support

- a. Outside of Business Hours, Meanbee provides further support options. For any given scheduled out of hours period, the following charges to the Client will be made.

<b>Name</b>	<b>Day</b>	<b>Hours</b>	<b>Flat Charge (Per Day)</b>	<b>Hourly Rate</b>
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Extended Hours	Monday to Friday	07:00 - 09:00 and 17:30 - 21:00	£100.00	£125.00
24 hours Weekday	Monday to Friday	17:30 - 09:00 (the following day)	£200.00	£125.00
24 hours Weekend Day	Saturday to Sunday	09:00 - 09:00 (the following day)	£400.00	£125.00

- b. Under this service level, a dedicated email address and phone number will be provided.
- c. Any work undertaken in this period will be considered as a priority 1 issue and responded to as such.
- d. Unscheduled support cannot be guaranteed to be provided but if it is undertaken will be charged at the same rates.

#### 6. **Assignment of Work**

- a. Meanbee reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion. The Client agrees to not contract with or hire either directly or indirectly any employee or subcontractor of Meanbee without Meanbee's written approval.

#### 7. **Payment**

- a. Payment for these services will be to Meanbee at the rate of **(£x)** per day. An itemised invoice with 14 day payment terms will be provided to the Client no later than the 30th day of each month that this agreement is in force.
- b. Services in addition to **(x days)** per month will be made available at the same rate, but are subject to resource availability.
- c. Payments rendered are considered fully earned and non-refundable. Unused hours each month can be carried over within the 6 month contract at Meanbee's discretion. If the agreement is extended beyond, there will not be an opportunity to carry over hours between contracts. At the end of the 6 month period, Meanbee reserves the right to invoice for any unused hours. It is incumbent upon the Client to utilise their retained hours each month.
- d. Meanbee reserves the right to attach a fee, up to a 5% of the total amount due, if payment is not received within 15 days of the due date.

#### 8. **Intellectual Property**

- a. All materials furnished by the Client will remain the property of the Client and will be returned upon request, or no more than 10 days from the termination of this agreement.
- b. The results of any and all work performed by Meanbee for the Client, will remain the property of the Client.

#### 9. **Client Responsibilities**

- a. The Client understands that Meanbee is not an employee, and that this will be a collaborative, professional relationship of equals where mutual professional



respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, the Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from Meanbee in a timely manner.

- b. The Client understands that Meanbee is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunications on the part of the Client will not constitute an emergency for Meanbee.
- c. The Client understands that Meanbee may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work.

#### **10. Termination**

- a. This agreement may be terminated on 30 days' written notice by either Meanbee or the Client. In case of termination, Meanbee shall make a reasonable attempt to finish work in progress.

#### **11. Warranties and Liabilities**

- a. Meanbee warrants that all Meanbee Personnel shall possess such skill and experience as is necessary for the proper performance of the services.
- b. The limited warranty set out in clause 11 (a), is exclusive and in lieu of all other warranties, express or implied, including without limitation the implied warranty of merchantability and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade, all of which are hereby excluded and disclaimed.
- c. Meanbee accepts liability for death or personal injury that is due to the negligence of Meanbee or Meanbee Personnel in the performance of this Agreement.
- d. In the event that Meanbee fails to comply with its obligations under this Agreement then it shall be entitled to be given a reasonable opportunity to correct any errors and re-perform its obligations and provide the services hereunder.
- e. In the event that Meanbee's failure to comply with its obligations is not remedied pursuant to clause 11(d) then the total amount of Meanbee's liability to the Client for all losses, damages, costs, claims and expenses howsoever and whenever not exceed in aggregate the amount paid to Meanbee in one month's support.
- f. The sums set out in clause 11 (e) represent the total liability accepted by Meanbee for any claims arising under or in connection with this Agreement, save that no limit shall apply to any claims under clause 11 (c).
- g. In no event shall Meanbee be liable for:
  - i. any consequential, indirect or economic loss or damage, loss of profits or revenue, loss of savings, interest or production, loss of business or business benefit, loss of reputation or goodwill, whether such losses or damages arise in contract or tort;



- ii. any loss that results from services supplied which incorporate or are based upon information or materials supplied by the Client or third parties;
  - iii. any loss, damage or delay in providing the services caused by or arising from the Client's failure to comply with its obligations under this Agreement;
  - iv. any fines, penalties, sanctions or compensatory awards imposed by any statutory or regulatory body on the Client, or any compensation that the Client is required to pay to any third party, including but not limited to its clients or customers, resulting from a failure by the Client to comply with its statutory or regulatory obligations.
- h. The services are provided by Meanbee in an advisory capacity only. Meanbee shall not be liable for any loss that results from the Client's implementation of recommendations made by Meanbee or from any decision made by the Client on the basis of advice given by Meanbee.
- i. For avoidance of doubt, in the event that the Client enters into any arrangements with any third parties identified or introduced to it by Meanbee, Meanbee shall in no way be liable for the failure of such third party to comply with any obligations owed by it to the Client.

## **12. Change Requests**

- a. Changes to the services required during this Agreement must be provided to Meanbee in writing. Meanbee will make reasonable efforts to accommodate changes.
- b. Client understands additional work beyond the scope of this Agreement must be negotiated separately and will require a separate Agreement with a Statement of Work. Services requested by Client and provided by Meanbee that do not fall within the scope of this Agreement will be invoiced separately.

## **13. Expiration or Modification**

- a. This Agreement shall remain in effect until such time as the Client or Meanbee provides written notice of cancellation. If no notice is given otherwise, at the end of the 6 month period, the agreement will extend under the same stipulations. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.



Signed,

**Client**

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Signature

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Name

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Position

**Meanbee Limited**

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Signature

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Name

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Position