

SPECIAL CONDITIONS SCHEDULE TO GENERAL TERMS AND CONDITIONS

1.0 Hosting

The following Special Conditions apply where and to the extent that the Services include hosting services as identified on the Order Form and the Specification:

1.1 Hosting Service

We outsource hosting to ProStack, a Key Supplier. All details and terms relating to ProStack's services can be found on the links below and we will use reasonable endeavours to ensure You benefit from the same:

<https://prostack.uk/service-level-agreement/>

<https://prostack.uk/terms-of-service/>

Data centre information: <https://prostack.uk/hosting-infrastructure/>

We reserve the right to move hosting to an alternative provider at any time (provided that such change does not materially adversely affect the provision of the Services) and We will use reasonable endeavours to provide You with seven days written notice of such planned change.

More information and detail of your hosting can be found inside the Specification provided to You or by contacting your Account Manager.

For any additional questions please raise a ticket on <https://support.harrisoncarloss.com> or contact your Account Manager.

1.2 Permitted Unavailability

We may need, from time to time, to apply Updates and Patches, and Upgrades and Releases that require site downtime. We will use reasonable endeavours to communicate these instances to Authorised Users no less than 24-hours in advance of the site downtime. The site downtime will be during Business Hours.

1.3 Fair Use

We reserve the right to review the server load and hosting requirements which result from the Services to be provided under this Agreement at any time. We may, in our discretion, increase Your hosting service from a shared solution to a dedicated solution (and increase our fees for this service accordingly) should the website and/or the Services require it.

1.4 Updates

Content updates, fixes and development updates are also not included unless a support package is included by request and agreed by Us.

1.5 Other Costs

If applicable, plugin costs, licence costs, and domain registration fees are not included in the fees for this service and may be charged yearly in advance by Us to You.

2.0 Support

The following Special Conditions apply where and to the extent that the Services include support services as identified on the Order Form and the Specification (and subject to any specifically enhanced Service Levels set out in the Order Form):

2.1 Service Level Agreement (“SLA”)

If at any time You discover any issue with the Software or Service (including but not limited to the hosting service) then You shall as soon as is reasonably practicable (and in any event within seven (7) days of such discovery), notify Us of the same via the ticketing system referred to below with as much detail as possible.

2.1.1 We shall, during normal Business Hours, use reasonable endeavours to respond to issues notified to Us by You dependent on the category of issue as follows:

High – Impacting all users

(Example: Website is currently unavailable to all users outside of a scheduled outage)

Medium – Impacting a group of users

(Example: Content not tracking appropriately or login issues)

Low – No user impact

(Example: Text change or formatting issue)

Category of Issue	Response Time (during Business Hours)	Target Resolution (during Business Hours)
High – Impacting all users	2 hours	24 hours
Medium – Impacting a group of users	4 hours	3 days
Low – No user impact	24 hours	7 days

2.1.2 The above SLA is only valid within normal Business Hours as defined in the terms.

2.1.3 A ticket helpdesk is available at <https://support.harrisoncarloss.com>

Only Authorised Users will be added to Our ticketing system.

- 2.1.4 Issues raised outside of the ticketing system will not fall into the SLA.
- 2.1.5 You acknowledge that We may provide a temporary, practical work-around solution (as opposed to a permanent fix) for an issue.
- 2.1.6 You shall assist Us as fully as possible to identify and recreate any reported issue or error in the Software by allowing Us access, where necessary, to the Software, and any other programmes, data, third party software, and databases as reasonably required.
- 2.1.7 We reserve the right to make an additional charge if We are called upon to investigate an alleged issue or error in the Software and no such issue or error is subsequently found in same.

2.2 Excluded Services

2.2.1 Support does not include the diagnosis and rectification of any issue resulting from:

2.2.1.1 1st line support (defined as the resolution of forgotten passwords or end user help). 1st line support is expressly excluded and is to be provided to end users by You;

2.2.1.2 improper use, or improper operation or neglect of the Software and/or Service;

2.2.1.3 modification of the Software by or on behalf of You or any third party or its merger (in whole or in part) with any other software;

2.2.1.4 Your failure to implement and use recommendations in respect of the Software or solutions to issues previously supplied by Us;

2.2.1.5 Your failure to implement and use any Updates and Patches;

2.2.1.6 issues which cannot be reproduced by Us;

2.2.1.7 operation of the Software and/or Service by people who are not Authorised Users;
and

2.2.1.8 issues in any third-party software.

2.2.2 If We provide help in respect of any of the circumstances set out in **paragraph 2.2.1** or services outside of the support services, We shall be entitled to invoice additional charges for such services.

2.3 Change requests and project builds

SLA's apply to issues only and not change requests or project builds.

2.4 Support on environments not hosted by Us

We are unable to adhere to the SLA on projects where We do not provide the hosting service.

3.0 Key Suppliers

We may use the services of third parties to provide the Services and/or Deliverables including (but not limited to) third party providers of IT hosting and related services as listed below.

3.1 ProStack

ProStack (<https://prostack.uk/>) - ProStack services are used for server hosting and provide technical support for internal and client web-based systems – including web and database hosting. Security monitoring and configuration, server backups, and other related tasks may be performed with or by ProStack.

3.2 MailGun

MailGun (<https://www.mailgun.com/>) – We use MailGun for email services across internal and client sites. The service is integrated via various secure protocols and is used for automated processes such as sending registration emails, password resets, as well as email notifications.

3.3 Vimeo

Vimeo (<https://vimeo.com>) – We use Vimeo for video services across internal and client sites. The service is integrated via various secure protocols and is used for video streaming services.

3.4 Google

We use Google for a range of services, including Google Analytics to track user interactions (https://marketingplatform.google.com/intl/en_uk/about/analytics/) and Data Studio to convert data into customisable reports and dashboards (<https://datastudio.google.com/overview>).

3.5 Microsoft 365

We use Microsoft 365 for use of the Microsoft Office software products and use of cloud-based software-as-a-service Microsoft products throughout our business operations (<https://www.microsoft.com/en-gb/microsoft-365>).

3.6 Digital Ocean

We use Digital Ocean as a secondary cloud infrastructure and hosting provider (<https://www.digitalocean.com/>).

3.7 GitLab & GitHub

We use GitLab and/or GitHub as code repository and version control providers (<https://gitlab.com/>) (<https://github.com/>).

3.8 HubSpot

We use HubSpot as our marketing & sales CRM including but not limited to their marketing, sales, live chat and analytics/tracking software (<https://www.hubspot.com/>).

3.9 Changing Key Suppliers

We reserve the right to change Key Suppliers as and when required.