

## Wyze Digital Service Level Agreement (SLA)

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### Document Details

The following document outlines the working practices operated by Wyze Digital and the standards of service offered to clients.

### Agency Responsibilities

The following agreement outlines exactly what you should rightfully expect from Wyze Digital as your chosen digital agency. Equally it explains the limits of our liability and responsibility.

We believe that transparency and openness is vital for a harmonious business relationship and this agreement facilitates that. As entitlements and responsibilities are clarified on the offset we are able to streamline project processes and deliver projects in a timely manner.

We look forward to supporting you with your digital requirements and can guarantee that you will receive a service of the highest standard during the entirety of our business relationship.

Please don't hesitate to contact Joe Read at [info@wyze.co](mailto:info@wyze.co), if you have any queries regarding the agreement.

Joe Read  
**Managing Director**

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## 1. Definitions

**1.1** A hosting provider is a specialist company, in this case WP Engine and SiteGround, from whom Wyze Ltd contract their dedicated web servers

**1.2** A project can be any digital based service provided by Wyze Ltd to the client. This can be web design and development, CMS, SEO and hosting, to name a few examples.

**1.3** Interfer is the term used to describe a situation in which one party to a contract acts or behaves in such a way that it becomes difficult 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 Wyze Ltd and the client, which will be based on the terms and conditions contained within this SLA.

## 2. Abbreviations

**2.1** Wyze Digital is the trading name for Wyze Ltd

**2.2** SLA stands for Service Level Agreement

**2.3** CMS stands for Content Management System

**2.4** SEO stands for Search Engine Optimisation

**2.5** HP stands for Hosting Provider

**2.6** BoE stands for Bank of England

## 3. Contract

**3.1** The terms and conditions contained in this SLA apply to Wyze Ltd clients unless otherwise agreed in writing. No other contract terms and conditions shall apply unless specifically agreed upon in writing between Wyze Ltd and the client.

## 4. Estimates

**4.1** Wyze Ltd will provide clients with initial estimates for projects on request. The final project sum may vary from the initial estimate. An estimate as opposed to a price quotation is useful when the actual project sum cannot be reasonably or accurately ascertained at the outset.

**4.2** Work carried out against the estimate will be charged in accordance with clause 5.

**4.3** Wyze Ltd will provide estimates in writing by email to clients, which will include a hyperlink to this SLA. Acceptance by a client of a Wyze Ltd estimate is subject to acceptance of the terms and conditions in this SLA, unless otherwise agreed in writing between the client and Wyze Ltd to the contrary.

## 5. Hourly Rate Charges

**5.1** Wyze Ltd will charge for services provided that are not included in any quotation or under the terms of clause 12, hosting. The amount charged will be based on Wyze Ltd's standard hourly rate of £80, unless a different hourly rate has been agreed in writing.

**5.2** There will be a minimum charge of 15 minutes.

## 6. Price Quotations

**6.1** Wyze Ltd will provide clients with a price quotation for a project in both a detailed specification format and from our accounting system Xero. One of these documents may be omitted to the discretion of Wyze Ltd.

**6.2** Quotes will be sent to clients via email and can be subject to change upon further discussion of the project requirements.

## **7. Third Party Services**

**7.1** Any predetermined third party costs will be specified in the quotation and included in the price shown in the quote. These costs will be highlighted to the client before a project commences. Additional third party charges upon commencement of the project will not be made without the client's approval.

**7.2** The setup of any third party systems is included in the initial quotation process before a project begins. For an additional cost we can provide maintenance services for these third party systems.

**7.3** Wyze Ltd does not take responsibility for any interruption, non-performance or cancellation of any third party systems.

## **8. Variations**

**8.1** The value of the work included in a fixed price quotation, that is not undertaken due to the subsequent agreement with the client, will be valued and deducted from the final project sum.

**8.2** Work that is in addition to that detailed in the price quotation, will be valued and added to the final project sum.

**8.3** Wye Digital does not accept liability where delays in reaching a deadline are caused by the client for example in the supplying of essential content and/or sign off for work to continue.

## **9. Invoices & Payments**

**9.1** Wyze Ltd standard payment terms are 14 days from the date of the invoice.

**9.2** If the sum of the invoice is a large amount this may be split into smaller payments which will be specified in the quote.

**9.3** If an invoice has not been paid by the client in the allotted 14 days after the invoice is issued then, unless delayed payment terms have been agreed upon, a late payment fee will be charged to the client. The fee will be 8% of the total invoice amount plus the BoE's base rate. As the BoE's base rate is subject to change, the amount of interest that is charged is dependent on the due date of the client's invoice.

## **10. Design**

**10.1** Any design work created by Wyze Ltd for the client will be created after thorough discussions about the client's vision.

**10.2** There will be opportunities for the client to request amendments and changes to be made to any designs created by Wyze Ltd. The allocation of amendment time may be specified in your quotation or project agreement. In the absence of an exact specification of amendment time Wyze Ltd reserves the right to cap amendments to the value of 20% of the cost of the project, calculated using clause 5.

**10.3** If the client requires more amendments than the allocated number to be made then these can be bought at an additional cost as highlighted in clause 5.

## 11. Copyright

**11.1** The source code of all website web pages remains the intellectual property of Wyze Ltd thus cannot be copied or used by any other person/party without the consent of Wyze Ltd.

**11.2** Any client images plus written content provided by the client belong to the client and are covered under their copyright. This includes any logos or unique client imagery such as images of their premises, workforce, product catalog, and business. Such content will not be reused by Wyze Ltd without the express permission of the client.

## 12. Hosting

**12.1** Wyze Ltd uses high performance dedicated and semi dedicated servers from our partner providers WP Engine and SiteGround.

**12.2** Our WP Engine semi dedicated server hosts all of our live, staging and development sites and has a performance uptime of 99.95%.

**12.3** A separate monthly, 6-monthly or annual price will be quoted by Wyze Ltd for hosting, SSL and website backup.

**12.4** Wyze Ltd will use their best endeavors, in conjunction with the HP, to rectify the cause of any disruption in the hosting service of a client's website(s) and to minimise the duration of any such instances.

**12.5** Wyze Ltd will not be liable to the client for any compensation in respect of any down-time that may occur with the hosting of their website(s).

**12.6** Wyze Ltd keeps local daily backups of all client test website files and SQL databases and in the unlikely event of a hard drive failure or other technical failure with the dedicated web server we will restore the website as quickly as possible on a new or repaired server.

**12.7** WP Engine regularly backs up all website files and SQL databases used for client websites and in the unlikely event of hard drive or other technical failure with the dedicated web server these will be restored and re-connected to the client website(s).

**12.8** With regard to any images or downloaded files uploaded to a client's website by a client it is the responsibility of the client 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 client to re-upload these files if they are not present in the backup files as outlined in clause 12.6 and 12.7.

**12.9** Should the client wish to move their website and/or SQL Server Database to another web server supported by another party, then Wyze Ltd will cooperate fully, subject to all outstanding amounts being paid up in full. If support is needed from Wyze Ltd to fully migrate the website to a third party, Wyze Ltd will provide a quotation in order to achieve this.

**12.10** Should the client require assistance with remedying a situation with their website that is not a technical fault caused by Wyze Ltd or the HP, the time expended by Wyze Ltd will be charged to the client in accordance with clause 5.

**12.11** Wyze Ltd will invoice in advance for hosting either monthly, 6 monthly or annually depending on agreement with the client. Dates of the hosting period are specified on each invoice.

**12.12** Should the client wish to suspend hosting services they must give Wyze Ltd a 30-day notice ahead of the next billing date.

### 13. Email

**13.1** If required Wyze Ltd will quote and charge a fee to set up the clients emails on Google Workspace.

**13.2** Wyze Ltd uses Google's data migration tools to migrate emails and contacts during an email setup. However, these are Google's tools and Wyze Ltd does not take responsibility for the migration of the emails and contacts from the client's previous server during the setup. It is the clients responsibility to check the migration of emails and contacts after the setup as it is not guaranteed that all the emails will migrate successfully.

**13.3** A contact at the client's organisation will be designated as the account administrator for Google Workspace as part of the setup. For support requests following the setup the designated administrator can liaise directly with Google workspace support for any queries with managing their email addresses and data on the account.

### 14. Maintenance & Support

**14.1** Wyze Ltd have support packages available for both website support queries and marketing services queries.

**14.2** If you have an active support package or marketing service with Wyze Ltd your support terms will be detailed in your agreement. Website hosting does not classify as one of these services. In this case refer to 14.3.

**14.3** All past and current Wyze Ltd clients are welcome to contact us with support related queries. However, if there is no active campaign or project in place in line with the request then we reserve the right to decline the request or provide a quotation to support the request. This quotation will be in line with clause 5.

**14.4** Wyze Ltd are not liable to make free of charge changes to a project that is not within an existing scope of work.

### 15. Advertising

**15.1** The client is responsible for ensuring that the agreed budgets are paid to the relevant advertising platform. Any media spend payments are the client's responsibility. Wyze Ltd will work towards your agreed monthly budget and you will have the flexibility to amend the advertising budget on a monthly basis by providing at least one weeks notice prior to the beginning of the next calendar month. The client's management fee may increase in line with Wyze Ltd's current advertising pricing tiers which are available upon request. Wyze Ltd will notify you of the changes to your Direct Debit payment amounts.

**15.2** If the client chooses to move forward with advertising the platforms they choose to advertise on will be at their discretion but Wyze Ltd will make recommendations on which they believe will be most effective. There are a number of factors involved in the effectiveness of an advertising campaign, many of which are outside Wyze Ltd's control. Wyze Ltd will actively monitor and make improvements to the campaign. However, Wyze Ltd will not be liable if the campaign does not achieve the client's desired outcome.

**15.3** Payments are made by the client directly to the advertising platform (Google etc.). In the event that payments fail the platform will typically disable the adverts. In these cases Wyze Ltd will use the client's allocation of time to resolve this which will be deducted from our time allocated for planned marketing activities or charged at an

hourly rate specified in clause 5 if time is not readily available.

## 16. SEO

**16.1** The websites designed by Wyze Ltd are built to perform effectively with Google and Bing search engines. However, Wyze Ltd's website builds are a different service to SEO services. Additional optimisation techniques will be recommended to the client if they wish to achieve higher rankings.

**16.2** As part of our SEO service Wyze Ltd will actively make efforts to improve the clients visibility and rankings in search engines. However, Wyze Ltd does not have direct control over specific keyword positions and can therefore cannot guarantee any specific results.

**16.3** If the client chooses not to request additional optimisation services then Wyze Ltd does not accept responsibility over the rankings achieved or how these rankings vary over time.

## 17. Damages

**17.1** Wyze Ltd does not have any liability to the client for the performance of a website, database or any other entity/service developed/setup for the client by anyone other than Wyze Ltd.

## 18. Termination

**18.1** Should the client not pay an invoice within 30 days of the due date then Wyze Ltd has the right to suspend all further works for the client until such time as payment is made in full.

**18.2** Should the client not pay a hosting subscription invoice within 30 days of the due date then Wyze Ltd reserves the right to turn off any website hosting until such a time as the invoice is paid in full.

**18.3** Should the client become insolvent or goes into liquidation Wyze Ltd have the right to immediately terminate their contract with the client and invoice for the full value project works carried out to that date, plus suspend any email or hosting services.

**18.4** Should the client interfere with the progress of a project contract with Wyze Ltd then Wyze Ltd will be entitled to give 14 days written notice to the client of the contract being terminated. If the client does not satisfactorily remedy the cause(s) of the interference, within the 14 day notice period, then Wyze Ltd will have the right to terminate the contract. Wyze Ltd will invoice the client for the full value of works carried out to date.