

WEBSITE HOSTING AND MAINTENANCE CONTRACT

This Contract ("Contract") is made and entered into on 1st July 2020, by and between:

MDK TECH LIMITED, a company registered in England and Wales with company number 12471475, whose registered office is at 11 Cottonmill Court, Bacup, OL13 9AY (hereinafter referred to as "MDK Tech" or "Provider"),

AND

EXCALON LIMITED, a company registered in England and Wales with company number 04450846, whose registered office is at Excalon Duncan Street Depot, Duncan Street, Salford, England, M5 3SQ (hereinafter referred to as "Excalon" or "Client").

WHEREAS:

1. MDK Tech is in the business of providing website hosting and maintenance services.
2. Excalon desires to procure these services from MDK Tech.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services

MDK Tech agrees to provide the following services to Excalon (collectively referred to as "Services"):

- 1.1 Website Hosting: Provide reliable and secure hosting for Excalon's website.
- 1.2 Server Fees: Cover all server-related fees associated with hosting the website.
- 1.3 SSL Certificates: Ensure the website is secured with SSL certificates.
- 1.4 Maintenance Work: Provide up to 2 hours of website maintenance work per month. Maintenance work includes, but is not limited to, software updates, security patches, minor content updates, and troubleshooting.

2. Payment

- 2.1 Excalon agrees to pay MDK Tech a fee of £100 per month for the Services.
- 2.2 The monthly fee is inclusive of all services listed in Section 1, including server fees, SSL certificates, and up to 2 hours of maintenance work.
- 2.3 Any additional maintenance work exceeding 2 hours per month will be billed at an hourly rate of £50, subject to prior approval from Excalon.
- 2.4 Payment is due on the 1st day of each month. Late payments will incur a late fee of 5% of the outstanding amount.

3. Term and Termination

3.1 This Contract will commence on [Start Date] and will continue on a month-to-month basis until terminated by either party.

3.2 Either party may terminate this Contract by providing 30 days' written notice to the other party.

3.3 In the event of termination, MDK Tech will provide Excalon with all necessary data and assistance to transfer the website to another hosting provider.

4. Responsibilities

4.1 MDK Tech Responsibilities:

- Ensure the website is available and functioning with minimal downtime.
- Provide technical support and perform regular maintenance as described in Section 1.
- Keep Excalon informed of any scheduled maintenance or potential disruptions to service.

4.2 Excalon Responsibilities:

- Provide MDK Tech with access to the website and any necessary credentials.
- Pay all invoices promptly as outlined in Section 2.
- Inform MDK Tech of any issues or changes needed in a timely manner.

5. Limitation of Liability

5.1 MDK Tech will not be liable for any indirect, incidental, or consequential damages arising out of or related to the services provided under this Contract.

5.2 The total liability of MDK Tech for any claims arising under this Contract will not exceed the total amount of fees paid by Excalon to MDK Tech in the 12 months preceding the event giving rise to the claim.

6. Confidentiality

6.1 Both parties agree to keep confidential all information obtained in connection with this Contract and not to disclose it to any third party without prior written consent, except as required by law.

7. Miscellaneous

7.1 Governing Law: This Contract will be governed by and construed in accordance with the laws of England and Wales.

7.2 Entire Agreement: This Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

7.3 Amendments: Any amendments to this Contract must be in writing and signed by both parties.

7.4 Severability: If any provision of this Contract is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

7.5 Notices: Any notices required under this Contract must be in writing and sent to the addresses of the parties set forth above.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

MDK TECH LIMITED



By: _____

Name: Jon Prendergast

Title: Director

EXCALON LIMITED

By: _____

Name: [Client's Name]

Title: [Client's Title]