

Atomic Web Solutions (Search Engine Sensation) - Summary Terms of Business

Definitions:

"AWS" means us, Atomic Web Solutions, the providers of bespoke Web and Multimedia creative, programming, e-marketing marketing and consultancy services.

"Materials" means textual information (copy), graphics, animation, sound, video and any other materials (in whatever form).

"Client" means your company, the commissioner and/or user of the Web site or Multimedia programming.

"Web site" means an Internet, Extranet or Intranet site written for you by AWS and published on the World Wide Web, to which these conditions apply.

"Web site Materials" means the materials used in the Web site.

"Project" means pre-defined work that the Client commissions AWS to perform.

"You" means the User.

- a) **Payment.** Payment of invoices will be due upon receipt. One third of the total project cost is payable prior to commencement, with a further third payable at the halfway stage of the project, this point to be agreed at the outset. The remainder is due on project completion. Unless otherwise agreed
- b) **Cancellation.** If the project is cancelled by the Client for whatever reason, AWS reserves the right to charge for work done and expenses incurred up to the cancellation date. In addition a cancellation fee of 33% of the contract value or the remaining uncompleted value of the contract (if less) shall be payable to AWS.
- c) **Loss and/or damages.** The Client undertakes to test the completed software thoroughly to ensure that it meets the specification. AWS will not be liable for any loss or damages, consequential or otherwise, caused by the use of the software.
- d) **Force Majeur.** The staff and Partners of AWS shall use their best endeavours to discharge their obligations and complete the project on time and to budget. However, the staff and Partners shall not be held responsible for events or circumstances beyond their reasonable control. The Client shall indemnify AWS from any consequential loss or damage howsoever caused.
- e) **Materials & Testing.** The Client will provide the necessary original artwork, house fonts, graphics styles etc, if required. Timescales agreed assume rapid access is available to the Client staff for discussions, meetings and consultation on both policy and detail matters. The Client will undertake to test the application thoroughly within 10 working days of completion and notify AWS of any defects which will then be rectified, whereupon the outstanding fees shall be payable.
- f) **Copyright.** The Client shall retain the copyright in all visual materials created by AWS as part of this production and such material will not be used elsewhere without the Client's permission. If required, all digital materials (graphics, photography and animations etc) can be stored at AWS for a small annual charge. AWS retains copyright to its own proprietary programming routines used in the creation and playback of the materials created. AWS will grant the Client a non-exclusive non-transferable licence to use the completed software in conjunction with this project.

Secrecy. AWS expects to be bound by a Client's confidentiality agreement, the terms of which we will be happy to review at the client's request.