SuttonNet

Web Development and Hosting Agreement: Schedule

Term	Meaning
we, us or our	D.P Sutton & W.T Sutton t/a SuttonNet ABN 68 252 718 370 Ph 02 6454 2346 413 Stewartfield Rd, Bolaro, New South Wales 2629 info@suttonnet.com.au
you or your	[Insert Client's name] ABN: [insert] Ph [insert] Address: [insert] [insert email address]
Commencement Date of this Agreement	The date that the last party signs this Agreement/that the first payment is received for Development Services/payment is received for Managed Hosting and Support, whichever is applicable.
Term	This Agreement commences on the Commencement Date. For Hosting & Bizazz Services, the Agreement will continue for 12 months after the Go Live Date. The Term will automatically extend for further subsequent 12 month periods, unless: • either Party provides written notice of termination at least 30 days prior to the end of the then Term; or • the Agreement is otherwise terminated in accordance with its terms.
Go Live Date	The sooner of: • the date that the Development Services are available for your live or commercial use, as notified by us; or • the date of the first Training Session (if applicable).
Services	The services that we perform under this Agreement, out of: 1. Development; 2. Bizazz Services; 3. Managed Hosting & Support; 4. Training; as specified in this Schedule and subject to any agreed Additional Services or Project Variations.
Specifications	The specifications set out in: • this Schedule; • Attachment A of this Agreement; • our Managed Hosting plans; • any Project Variations or Additional Services; and • other relevant documentation which we make available to you.
(Project) Variation, Variation Request	You or we may request to vary the Specifications. A Project Variation proceeds only if agreed to by both Parties.
Additional Services	You may request Additional Services at any time. We will provide these in consideration for payment, which will form part of the Fees.
Development, Development Services	As described in the Specifications. Milestones and any dates for completion are an estimate only, and may be impacted by a failure by you to meet your obligations under this Agreement. As such, you agree that we will not be liable in relation to any loss or Liability incurred in relation to any delay in the performance of the

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	Development Services. The following are expressly excluded from Development Services: • creation, loading or layout of webpage text, data, images &/or other documents, except as set out in the Specifications & Variations; and • creation of legal documents such as website terms of service, ecommerce terms & conditions or privacy policy. See Terms & Conditions for timeframes & process for Approvals and Acceptance Testing.
Managed Hosting and Support	Fully managed hosting in accordance with the Specifications: • website hosting; • Smart Updates for WordPress; • website usage statistics; • email hosting; • FTP access; • subject to our discretion: backend access to your website on our server, for your web developer, you &/or your nominated representative. Services are described in detail on https://suttonnet.com.au/: • server specs • managed hosting plans. We provide client support via phone, email, Signal messaging service, Jitsi video call and client resources published online. For urgent problems, you may phone us any time.

Bizazz Services	Provision of Bizazz software & access to training videos and user manual.
	Login access and Licence to use the software in accordance with this Agreement, on the domain(s) specified:
	• Bizazz Website Management System:
	  ○ Content Management System
	  ○ Photo Processor
	  ○ Photo Galleries Management
	  ○ Contacts Management
	  ○ Email Campaigns
	• Bizazz Ecommerce System:
	  ○ Online Orders & Sales Management
	  ○ Products & Pricing Management
	  ○ Shipping Updates
	• Bizazz Booking System:
	  ○ Calendar
	  ○ Event Bookings System/Registration Booking System/Accommodation Booking System
	Licence covers 1-2 users; extra users may be added at your request.

Training, Session(s)	Training to use Bizazz, at Sessions: • concurrently to 1-2 people: you, your staff members or other representatives; • on a device or devices which you intend to use for Bizazz. Session(s) will be held at your business location or ours in a single session of 2-3 hours, or in several sessions to a limit of 5 hours in total, as agreed between the Parties. You agree to have content ready to load or edit during the Session(s). We will contact you to arrange date and time for Training. If we are unable to attend a Session:

Term	Meaning
	- we will give you at least 24 hours' notice, wherever possible; - we will arrange a new Session with you as soon as practicable; and - if we incur any extra costs, we will not charge them to you. If you are unable to attend the Session without reasonable excuse and you fail to give us at least 24 hours' notice: - a cancellation fee may be charged if we incur costs as a result; and - you will arrange a rescheduled Session with us as soon as practicable. If the Session commences and you or your representative(s) do/does not attend for the whole or any part of it: - we will be deemed to have performed the Training Services; and - you are responsible for the costs of any additional training or support required. Any Additional Training for new or existing Bizazz users is at your expense.
Fees	Fees are calculated based on the requested services: - as quoted by us and agreed between the parties; or - in accordance with our service plans and schedule of rates, as updated from time to time. All amounts shown in this Agreement exclude GST. SuttonNet will add GST to your invoices if you are in Australia. Fees comprise: - Development & (if applicable) Training Fee: 50% due by the Commencement Date, mid term payments due by completion of relevant Milestones, remainder due by the Go Live Date; - Bizazz Licence & Support Fee(s), due by the Go Live Date and annually thereafter; - Managed Hosting & Support Fee, due by the Go Live Date and annually thereafter; - any agreed Expenses incurred by us in performance of the Services. If we incur costs on your behalf because you unreasonably delay provision of Services, we will charge these to you as a debt due immediately.
Development & (if applicable) Training Fee	$[….], payable in advance/on completion of the Development Services. Milestone 1, $[...] due on completion; $[…] due on the Go Live Date. [OPT 2: $[...]/hr
Bizazz Licence & Support Fees	- Bizazz Ecommerce System Fee: $[…], - Bizazz Booking System Fee: $[…], - Bizazz Website Management Fee: $[…], per year throughout the Term, based on your current Licence needs.
Managed Hosting and Support Fee	$[...] per year throughout the Term, based on your current hosting plan.
Payment Terms	See attached Terms and Conditions.