

Client project work - General conditions of business

These important terms apply to projects taken on by ocProducts, and are designed to protect us from unplanned costs, and to explain what we need our customers to do.

We are a friendly, flexible company- but we need to formalise these things for our protection, and so we can ensure that you know everything needed upfront to make sure your website production is a success - that it goes smoothly, and there are no nasty surprises.

Please read through all the terms very carefully. This is not just standard legalise, it explains:

- **what our quotes cover. Our fixed quotes are for a set of pre-determined activities, and *nothing* unplanned - it is essential all required work, including training or consultancy requirements, is specified to us in complete/unambiguous detail before we can finalise a quote and begin work. We recommend client's plan a reserve/contingency fund in case they forget to specify things in advance, or weren't able to specify them in enough detail for the original quote to be fairly calculated or for work to be correctly implemented first-time-around. Likewise, we recommend client's take into account that our proposed schedules can not necessarily stretch indefinitely, so contingency in schedule is also recommended.**
- **our production process, and the parameters in which amends can be requested.**

Acceptance of a quote legally implies acceptance of all terms in this proposal/quote

If changes are required to our terms to match your own situation (such as not being able to provide a thorough specification in advance, or needing us to be able to work on extra unplanned work without it being scheduled in advance), it is important we are told before work begins and the quote is finalised. We would then adjust the quote and our schedules to match your needs.

ocProducts will provide reasonable reminders if terms are not followed. The client is liable to the direct project management cost incurred by ocProducts if any of the terms are repeatedly not adhered to by the client, and any costs that stem from unplanned design and development work. ocProducts upholds the right to consider the agreement broken if there are repeated violations, in which case the client would be liable to pay in full for the outstanding time/costs spent fulfilling the agreement.

If ocProducts does not meet its responsibilities after reasonable attempt to resolve issues, the agreement can be considered broken. Whether any extra payments or refunds would be due would depend on the situation.

a) Your quote:

1. A quote is valid for when it is given, but hourly rates and tax status can change over time, so may need to be reviewed if the work is not immediately approved.
2. We may not be able to start development immediately. A quote does not imply immediate availability, and timing will need to be discussed separately.
3. If a project is cancelled mid-way by the client, the client will need to pay for the proportion of work done, and also for reasonable project management costs.
4. Analysis and design, and time spent communicating, may be included in the estimation of the number of hours involved (project management / account management costs).

b) Intellectual property:

1. The copyright to all new **features** becomes property of ocProducts Limited (only software features, not design work, copy, or other materials), unless otherwise agreed; customers should expect that features become available for all users in future versions of ocPortal. We are unlikely to do a code-based project under other terms to avoid restricting our ability to release certain features that we might have planned to be working on anyway.

c) Communication and project management:

1. Customers should be fluent in English. We cannot be held responsible for mistakes made due to language barriers.
2. Ongoing discussions are usually carried out by e-mail, however if the customer desires regular phone contact, it should be requested in advance, so that we can make sure your needs are met. It is likely the ocProducts staff member managing the project is located in the UK, so depending on your location, time zone differences and international call costs could become a factor.
3. The ocProducts staff member is likely to work 9.30am until 5pm, Monday to Friday. This is likely to be in the UK time-zone. Customers should not expect to be able to reach them outside these hours. If there is a major problem a customer's website, the customer may need to close down the website temporarily: we will try and respond if we happen to be on-line outside our work hours, but we can not make any guarantees or take responsibility for the day to day operation of customers' websites. Please be aware we can discuss payment/maintenance plans that do include offer 24x7 support, but it is not provided by-default.

4. We will often summarise an expected development schedule, however unless we agree in advance, no such schedule will be binding. Unless agreed in advance, we will not be subject to a client's own proposed/internal schedule.
5. We will keep customers informed of progress of development. This will usually be in the form of an e-mail every 5 working days, explaining what work has been completed, and if appropriate, explanations of future expectancy.
6. We will give a time-frame to how long we believe features will take to develop, but this quote will not include time taken fixing bugs or re-factoring code to fit changing requirements (for example, when a customer realises they need additional features, or features are not sufficient). We will not be responsible for compensating for delays from a client side. If client-side delays lead to scheduled production time windows being passed we cannot guarantee we can immediately reschedule a new time window.
7. During the development of features, the customer is not the sole employer of ocProducts staff members. It is very likely the staff member has multiple client commitments and ocPortal-development commitments. Generally you should not be expected to receive responses in less than one business day.
8. If a customer intends to be involved *deeply* with the design process (i.e. creating diagrams for us to implement against), it is necessary that we are informed of this at an early juncture. If the design will add new requirements (as explained per some of the terms above) the design should happen before a quote is agreed and before ocProducts begins any development; otherwise ocProducts must be kept fully abreast of what designs are to be done by the customer and when they will be sent, so we can make sure that our own work is kept consistent and thus avoid having to back-track.

d) The ocPortal software:

1. If upgrading costs have not explicitly been quoted-for customers may require extra paid help if customers wish to upgrade to a future version of ocPortal. New developed features can potentially interfere with the normal upgrade process.
2. We make no guarantee to the ability of the client to understand and operate the ocPortal software on a site redevelopment level - some features are complex and may be best operated by appropriate experienced and skilled professionals. It is up to the client to determine they have appropriate staffing to use the software.
3. Other than explaining the operation of **new** features, ocProducts staff will not provide direct support for usage of other areas of ocPortal, unless this is included in the quote. Unless otherwise agreed, explanation of how to reconfigure customised functionality (different

parameters, appearance, arrangements, permissions, etc) is not covered. It is expected that the client will either agree support time as a part of the development contract, have a separate support contract, or review the appropriate sections of documentation themselves and use the community forum for support.

4. If ocProducts has to fix problems caused by mis-configurations of ocPortal by the client it may incur a cost.

e) Scope (i.e. what we are being paid to do):

1. The quote will be based on a list of features required for development (unless it has been explicitly agreed that the contract is for an overall solution), and other expected work. The customer will need to agree to a list and a quote before development can proceed. If it turns out the agreed list was insufficient (even if a missing feature is obvious from the client point of view, it may well not be from ours, because we do not necessarily have the insight into how features will be used), an additional round of (paid) work will be required. This additional round may be immediate, but it may also be based on our availability. This round will not delay the due date for any phased payments. If we propose payments based on site launch dates, these payments would need to be brought forward if launch is delayed by circumstances outside ocProduct's control. It is the client's responsibility to consider in advance the possibility of having backup funds in case any work was for any reason missed from the original specification.
2. The customer should assume that we intend to implement any specified feature in the easiest (from our perspective) way consistent with how it is described to us, so long as the implementation is of a reasonable inherent quality. Therefore it is essential that any key details are explained in advance, so that we can build them into our quote; if we are not able to do this, they won't be considered covered by the quote.

Example: if we are asked to include information on a site about something, we might assume it would all be put on one page, and thus our quote would not cover implementation across multiple pages.

Example: if we are only asked to place news on a home page, more complex requirements such as placing different news categories in different tabs of a news box would not be covered.

Example: we would assume ocPortal's standard breadcrumb functionality is sufficient unless given information indicating otherwise, so any breadcrumb navigation system inconsistent

with ocPortal's standard would not be covered by the quote. This applies to other standard ocPortal features.

3. If our quote includes a design phase, this usually will not include a 'blank canvas' design of every individual screen, each with its own custom-made graphics. Usually the "global layout" and "home page" are given very major consideration, and then further screens are either layed-out as-per ocPortal defaults or by using type-setting techniques (procedural layout using titles, standard boxes, floated images, and paragraphs).
4. The project will not include changes to existing ocPortal features unless those changes have been explicitly included in the quote. If the customer has not tested the ocPortal features to make sure they are appropriate, they should expect that additional (paid) work may be required.

f) Phases and the production process:

1. If you require any extra steps in the production process it is necessary to say so before a quote is agreed. For example, if you need multiple demo update phases due to having a tiered internal review process then this will incur a cost and thus we must factor it in.
2. The overall production process will consist of a number of phases. For expediency wherever possible we expect that feedback for a phase will be collated and given in bulk at the first review, and subsequent rounds of feedback will iterate only on feedback from a prior review. If contradictory amends are requested at different times, ocProducts may charge extra to accommodate them.
3. It is important that once a phase is finished it has been reviewed and all feedback has been acted on. If it becomes necessary to go back and make changes after a phase has been agreed-on then this may be covered by the quote.
4. Payment should be carried out in the installments explained in this proposal. Unscheduled delays (including charged scope extensions or process changes) from the side of the client will not result in delays in the paying of installments if ocProducts has fulfilled its commitments to the best of its ability considering the stated delays. Payment must be within 2 weeks of notice of its due time or before its due time (whichever is later). If payment is not made in time it is automatically liable to UK statutory interest (8% per annum). If payment is not made within 6 weeks ocProducts has the right to pursue the unagreed debt through any legal means, and the cost for the full debt collection process will also be owed.

g) Our responsibilities, and bugs:

1. We will program all features in the agreed list to a high standard (as consistent with applicable scope), and provide the customer with those features.
2. We will make a fair attempt at ensuring the features integrate well into a client web site, by packaging up files with instructions, answering questions, or deploying the files ourselves. Any work we need to do needs to be consistent with scope, so if complexities or requirements have not been described to us, or special training requirements expressed, then there may be additional costs.
3. Some bugs should be anticipated, as with computer software even the slightest mistake may lead to bugs. Remember that our software is nearing a million lines of articulate detail. Any bugs that have been fully explained to us will be corrected within 5 working days, unless the bug is particularly difficult to correct (in which case, it may take longer), or if the bug was caused by the client or somebody else other than ocProducts. Approximately, a bug is a flaw that leads to malfunction: a missing or misunderstood feature is rarely considered a bug. Fixing of problems found more than a month after launch will usually be charged for. This only covers bugs in new functionality. Others bugs found in ocPortal after the contract is fulfilled are not covered, as ocPortal is free software and we can't take on the per-client cost of maintaining separate installations unless this is specifically covered in the agreement; this applies even if application of the bug fixes requires work done by a programmer due to conflicts with other customised code - we can provide the service but we do need to charge for it as it does consume our time (bear in mind an ocPortal site is a great cost saver because it is free, but that also means we do need to cover our costs somehow when we maintain it).
4. We sometimes cannot fix bugs that have not been fully explained to us; if we are not given reasonable descriptions of problems such that we can reproduce them ourselves, then we may not be able to fix the problems. For example, if there was a problem with the search system, we would expect a description of the exact search parameters entered and a description of something specific that was erroneously missing from the result: only with this information could we diagnose the problem. Much like a doctor or a police officer, we need symptoms or evidence to be able to solve something. In rare cases we ask our clients to record 'screencasts' so that we can see a problem in greater detail.
5. We are not responsible for problems outside the scope of our work, such as hardware or network problems, corrupted web browser installs, or faulty beta software. We can only attempt to fix them if paid appropriately and given sufficient access.
6. We will make the website work in modern web browsers - it won't work on all old ones. If the browser landscape changes during or after development, or client changes cause new compatibility problems or break our browser-bug workarounds (which may be based on assumption of some functionality being left alone), then this is not covered.

7. We cannot guarantee that ocPortal, or direct deliverables, will be free from patent claims, and can not be held responsible for claims made against a client. We will not knowingly violate patents, but we do not conduct patent searches by-default. If you would like us to conduct searches on your behalf it is important to let us know so we can factor this into your quote.
8. ocProducts disclaims all liability to incidental or consequential damages which arise from the work carried out or agreed to be carried out. We do not offer any legal warranty beyond our agreement to fix bugs within a specified time frame. We cannot be held liable for any court or solicitor fees, or be considered liable for damages/claims/costs/fees/expenses in any court case made against the client. No indemnity is provided.

If you want to discuss any of these terms, please get in contact. In some cases we can tailor them to meet your requirements, although the quote may need to change in this case.