



IRAGNI.COM

Web Development & Digital Services

SERVICE AGREEMENT

Monthly Service Agreement

Web Hosting · Technical Support · AI Chatbot Agents

PROVIDER

Iragni.com

CLIENT

[Company Name]

DATE

[Date]

REFERENCE

IRG-MSA-2026

Bespoke web platforms, intelligent AI agents & CRM systems

1. Parties

This Monthly Service Agreement (the “Agreement”) is made between:

PROVIDER	Iragni.com (“the Provider”)
CLIENT	[Company Name] (“the Client”)
SERVICE	Managed Hosting, Technical Support & AI Chatbot Agents
TERM	Initial term of 12 months, renewing monthly

The Provider agrees to supply, and the Client agrees to receive, the monthly services described in this Agreement on the terms set out below. This Agreement forms the entire understanding between the parties with respect to the Services.

2. Services Included

In consideration of the monthly fee set out in clause 3, the Provider will deliver the following services each month:

2.1 Managed Web Hosting

- (a) Reliable hosting of the Client’s website on managed infrastructure, with monitoring and proactive maintenance.
- (b) SSL certificate management to keep the website secure.
- (c) Automated nightly backups with verified restoration.
- (d) Software and security updates, including plugin and module updates.
- (e) Uptime monitoring with a target availability of 99.9%, excluding scheduled maintenance.

2.2 Technical Support

- (a) A dedicated support channel for reporting issues and requesting changes.
- (b) Bug fixes and resolution of website errors.
- (c) Content updates, page amendments and media management.
- (d) Performance monitoring and optimisation where required.
- (e) Email and integration support, including donation, CRM and newsletter platforms.

2.3 AI Chatbot Agent(s)

- (a) Deployment and configuration of AI chatbot agent(s) on the Client’s website.

- (b) Training and tuning of the agent to answer visitor questions accurately.
- (c) Integration with the Client's website and approved third-party tools.
- (d) Ongoing maintenance, monitoring and periodic review of the agent's performance.
- (e) Monthly usage and performance reporting.

■ 2.4 Out of Scope

New website features, bespoke development, advertising and content creation are not included in the monthly fee. Such work may be quoted separately and delivered under a separate statement of work or the Provider's project proposal.

3. Monthly Fee & Payment

The Client will pay the Provider the monthly fee set out below, which covers the services in clause 2:

Service	Monthly Fee
Managed Web Hosting	[£ amount]
Technical Support	[£ amount]
AI Chatbot Agent(s)	[£ amount]
Total Monthly Fee	[£ amount]

- (a) Fees are invoiced monthly in advance and are payable within 14 days of the invoice date.
- (b) Fees do not include VAT or other applicable taxes, which will be added as required by law.
- (c) The Provider may suspend services if an invoice remains unpaid for 14 days after its due date.
- (d) Fees will be reviewed annually and may be adjusted on 30 days' written notice.

4. Term & Renewal

- (a) This Agreement begins on the Start Date and continues for an initial term of 12 months.
- (b) After the initial term, the Agreement renews on a monthly basis unless terminated by either party on at least 30 days' written notice.
- (c) Either party may terminate for material breach if the breach is not remedied within 14 days of written notice.

5. Provider Obligations

The Provider will:

- (a) Deliver the Services with reasonable skill and care, in line with the response targets below.
- (b) Maintain the security of the website and the confidentiality of Client data.
- (c) Notify the Client promptly of any security incident or vulnerability affecting the Services.
- (d) Keep accurate backups and restore the website promptly in the event of failure.
- (e) Document all work carried out under this Agreement for future reference.

■ Support Response Targets

Suggested service targets:

Priority	Response Target	Resolution Target
 Critical Website Unavailable	Within 4 business hours	As soon as reasonably possible
 High	Within 1 business day	2-3 business days
 Medium	Within 2 business days	Agreed with the charity
 Low	Within 5 business days	Planned into future updates

6. Client Obligations

The Client will:

- (a) Provide the Provider with timely access to the website, systems and credentials needed to deliver the Services.
- (b) Provide content and instructions for updates within a reasonable time of being asked.
- (c) Ensure the Client's use of the Services complies with applicable law and the Provider's acceptable use policy.
- (d) Not resell, sublicense or redistribute the Services to third parties.
- (e) Inform the Provider promptly of any issues, errors or suspected security problems.

7. Intellectual Property

- (a) The Client retains ownership of all content, data and materials it supplies.
- (b) The Provider retains ownership of its hosting platform, tools, AI chatbot technology, and any pre-existing software.
- (c) Any custom code or configuration created specifically for the Client is licensed to the Client for its own use once all applicable fees have been paid.
- (d) Neither party may use the other's name, logo or branding without prior written consent.

8. Confidentiality & Data

- (a) Each party will keep confidential any non-public information received from the other and will use it only to perform this Agreement.
- (b) The Provider will process personal data only to deliver the Services and in accordance with applicable data protection law.
- (c) The Provider may use reasonable technical and organisational measures to protect data, including encrypted backups and access controls.
- (d) This clause survives the termination of the Agreement.

9. Limitation of Liability

- (a) The Provider is not liable for any indirect, incidental or consequential loss, including loss of profit, revenue, data or goodwill.
- (b) The Provider's total liability under this Agreement is limited to the fees paid by the Client in the three months before the claim arose.
- (c) The Provider is not liable for failures of third-party services, including hosting infrastructure, AI platforms, email providers or payment processors outside its control.
- (d) Nothing in this Agreement limits liability for fraud, death or personal injury caused by negligence, or any liability that cannot be excluded by law.

10. Termination

- (a) Either party may terminate on 30 days' written notice in accordance with clause 4.
- (b) The Provider may suspend or terminate services immediately for non-payment, breach of this Agreement, or activity that threatens the security or stability of the Provider's systems.
- (c) Upon termination, the Provider will export and hand over the Client's website files and data within 30 days, subject to payment of all outstanding fees.
- (d) Clauses 7, 8 and 9 continue to apply after termination.

11. General

- (a) This Agreement contains the entire agreement between the parties and supersedes prior understandings, whether written or oral.
- (b) No variation of this Agreement is effective unless agreed in writing by both parties.
- (c) Neither party is liable for delay or failure caused by events beyond its reasonable control, including power failure, network outage or acts of God.
- (d) This Agreement is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of its courts.
- (e) Notices under this Agreement may be given by email to the parties' usual addresses.

12. Signatures

By signing below, the parties agree to the terms of this Monthly Service Agreement.

For and on behalf of IRAGNI.COM
(the Provider)

Signed _____
Name _____
Title _____
Date _____

For and on behalf of
[Company Name] (the Client)

Signed _____
Name _____
Title _____
Date _____

This template contains placeholders in square brackets to be completed for each client. Completed agreements should be signed by an authorised representative of each party.