

YOUTHNET UK
and
PARTNER ORGANISATION

CONTENT SERVICES AGREEMENT
FOR THE NATIONAL VOLUNTEERING DATABASE AT WWW.DO-IT.ORG.UK

5 New Street Square | London EC4A 3TW
Tel +44 (0)20 7300 7000
Fax +44 (0)20 7300 7100
DX 41 London
www.taylorwessing.com

TaylorWessing

Berlin, Brussels, Cambridge, Dubai, Düsseldorf, Frankfurt, Hamburg, London, Munich, Paris.
Representative offices: Beijing, Shanghai. Associated office: Warsaw

THIS AGREEMENT is made on

20[]

BETWEEN

- (1) **YOUTHNET UK**, a company limited by guarantee with registered number 3031098 and having its registered office at 100 Victoria Embankment, London EC4Y 0DH (“**YouthNet**”); and
- (2) **PARTNER ORGANISATION**, [a private limited company] [a company limited by guarantee] [an exempt charity] [**Delete as applicable**] having its registered office at [insert address] (“**Customer**”).

INTRODUCTION

- (A) YouthNet owns and operates the National Volunteering Database (as defined in schedule 1) published through www.do-it.org.uk, and operates the Do-it search engine on its website to enable potential volunteers to find suitable volunteer opportunities by accessing the data in the National Volunteering Database (“**Do-it Search**”). YouthNet provides a syndication service to its customers to enable each customer to incorporate the data derived from the Do-it Search, including the National Volunteering Database Materials, on its own website and therefore allow website users to find volunteering opportunities without leaving the customer’s website (“**Do-it Syndication Service**”).
- (B) Customer wishes to use the Do-it Syndication Service to incorporate the Do-it Search and National Volunteering Database Materials on its website in order to add value to its website and offer a new service to its website users. YouthNet is willing to allow Customer to use the Do-it Syndication Service in accordance with the provisions of this agreement.

AGREED TERMS

1. Definitions and interpretation

- 1.1 Defined terms and rules of interpretation are set out in schedule 1 to this agreement.

2. The Do-it Syndication Service

- 2.1 The Do-it Syndication Service is provided in XML format from the National Volunteering Database Website to a server operated or used by Customer, and is dynamic and kept up to date automatically.
- 2.2 YouthNet will provide Customer with monthly usage reports for the purpose of monitoring and managing Customer’s use of the Do-it Syndication Service. Such usage reports shall include details of:
 - (a) the total number of searches performed;
 - (b) opportunities searched for by area of interest (e.g. animals);

- (c) opportunities searched for by type of activity (e.g. administration);
 - (d) total number of opportunity detail requests (when potential volunteers click on the link to a specific opportunity);
 - (e) total number of opportunity detail requests by area of interest;
 - (f) total number of opportunity detail requests by type of activity;
- 2.3 In addition to the data set out in clause 2.2, if Customer refers a Website User to the Do-it registration form available on the National Volunteering Database Website, the monthly usage reports will include the following information:
- (a) the number of volunteers registered;
 - (b) the age range of registered volunteers;
 - (c) the gender of registered volunteers;
 - (d) the ethnic background of registered volunteers;
 - (e) the disability status of registered volunteers;
 - (f) the volunteers' areas of interest and types of activity;
 - (g) the total number of volunteer applications;
 - (h) the number of volunteer applications by area of interest;
 - (i) the number of volunteer applications by type of activity.
- 2.4 YouthNet shall not be required to provide any reports in addition to those described in clauses 2.2 and 2.3 to Customer, unless otherwise agreed by YouthNet on terms and conditions (including charges) to be agreed by the parties.
- 2.5 YouthNet shall use reasonable endeavours to provide the Do-it Syndication Service in accordance with the service levels in schedule 3.
- 2.6 YouthNet will use virus-checking software in accordance with standard industry practice to ensure that any National Volunteering Database Materials delivered or transmitted to Customer under this agreement through the Do-it Syndication Service do not contain any software viruses or any other computer code, files or programs, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment and shall promptly inform Customer if YouthNet becomes aware that the National Volunteering Database Materials provided through the Do-it Syndication Service contains any such software viruses or such code, files or programs.
- 2.7 YouthNet will provide the Support Services in accordance with schedule 4.

3. Licences and Intellectual Property Rights

- 3.1 YouthNet grants to Customer a non-exclusive, non-transferable, non-sublicensable licence to: (i) include the Do-it Search on the Customer Site; and (ii) display the National Volunteering Database Materials [as described in schedule 5] in Customer's own templates on the Customer Website in accordance with the provisions of this agreement.

[Note: If only certain categories of data are to be provided, delete the square brackets in this clause and include a description of the relevant categories of data in schedule 5]

OR

[If all or almost all data from the NVD is to be provided, delete the words in the square brackets and delete schedule 5]

- 3.2 Subject to clause 3.3, YouthNet and/or its licensors shall retain ownership of all Intellectual Property Rights in the YouthNet Mark, National Volunteering Database Website, National Volunteering Database and the National Volunteering Database Materials (including without limitation all photographs, designs, film, video, images, drawings and musical works forming part of the National Volunteering Database Materials) and, subject to the licence in clause 3.1, nothing in this agreement will operate to assign or transfer any rights of ownership in the same to Customer.
- 3.3 The Intellectual Property Rights in the Customer Mark and any Customer Branding will continue to be owned by Customer and/or its licensors.
- 3.4 YouthNet grants Customer a non-exclusive licence to use the YouthNet Marks during the term of this agreement for the purpose of performing its obligations and for use on marketing and promotional materials to publicise the launch of the National Volunteering Database Materials on the Customer Website. The licence may not be sub-licensed without YouthNet's prior written consent and may only be assigned where all Customer's rights hereunder are assigned in accordance with clause 8.2.
- 3.5 Customer grants YouthNet a non-exclusive licence to use the Customer Marks during the term of this agreement on the National Volunteering Database Website and marketing and promotional materials and any other uses where authorised by Customer in writing in advance. The licence may not be sub-licensed without Customer's prior written consent and may only be assigned where all YouthNet's rights hereunder are assigned in accordance with clause 8.3.
- 3.6 In the rest of this clause 3, "TM Licensor" means YouthNet and "TM Licensee" means Customer in respect of the licence in clause 3.4, and "TM Licensor" means Customer and "TM Licensee" means YouthNet in respect of the licence in clause 3.5.
- 3.7 All materials (including tangible materials, advertising through any media and websites) in which TM Licensee wishes to use any trade marks of TM Licensor shall not be released or published without TM Licensor's prior written permission. TM Licensor will use its best efforts to approve or disapprove materials within 15 days of receipt. All materials in tangible materials or website content in which any trade marks of TM Licensor appear will include a reasonably prominent notice stating that such Trade Marks used are trade marks of TM Licensor or its group companies.
- 3.8 Immediately after each trademark of TM Licensor used in tangible materials or website content, TM Licensee shall insert the ® or TM symbols as required by TM Licensor from time to time.
- 3.9 The goodwill resulting from any use of trade marks of TM Licensor by TM Licensee shall belong to TM Licensor.
- 3.10 TM Licensor may terminate the licence in clause 3.4 or 3.5 (as appropriate) on written notice to TM Licensee where TM Licensee is in material breach of any of the restrictions or obligations in this clause 3.
- 3.11 Neither party shall without the prior written consent of the other register, make any application or attempt to register (whether such registration is for a trade mark, trade

name, corporate or business name, a domain name or otherwise) any acronym, trade mark, trade name or other marketing name of the other party or any confusingly similar mark, URL, Internet domain name, or symbol. Customer shall not adopt or use any YouthNet Mark (or any other trade mark of YouthNet) as part of Customer's own corporate or other name or brand.

3.12 Each party shall:

- (a) inform the other of any suspected infringement of any Intellectual Property Rights of the other; and
- (b) take such reasonable action as the party whose Intellectual Property Rights are being or are suspected of being infringed shall at that party's expense require.

4. Restrictions on Customer

4.1 Customer shall not use the National Volunteering Database or any National Volunteering Database Materials displayed on the Customer Website in order to directly or indirectly generate revenue or income or for any other commercial purposes unless otherwise agreed by YouthNet in writing. By way of example only, Customer may not generate revenue from advertising placed on the Customer Website in relation to the National Volunteering Database or National Volunteering Database Materials. If YouthNet agrees to allow Customer to generate revenue or income through its use of the National Volunteering Database or National Volunteering Database Materials, the parties will agree the terms that should apply to such use, including revenue share.

4.2 Customer shall:

- (a) bring to the attention of each Website User that their use of any National Volunteering Database Materials is subject to the Do-it Restrictions (for the avoidance of doubt this can be achieved through a notice stating 'subject to the restrictions as specified at www.do-it.org' together with a direct link to the Do-it Restrictions on each page or template displaying, linking to or referring to the National Volunteering Database or any National Volunteering Database Materials);
- (b) ensure that the text and internal links of each item of National Volunteering Database Materials remain as provided through the Do-it Syndication Service and ensure that:
 - (i) each page or template of the Customer Website which displays, links to or refers to the National Volunteering Database or any National Volunteering Database Materials (including the main search page of the Customer Website and all pages of a search result which is generated from pages containing or referring to any National Volunteering Database Materials);and/or
 - (ii) any materials prepared by Customer that use or include any National Volunteering Database Materials,

is accompanied with the YouthNet branded acknowledgement set out in schedule 2 (or any other acknowledgment notified to Customer by YouthNet from time to time);
- (c) ensure that all branded and text references on the Customer Website to the National Volunteering Database Website link directly to the homepage at the National Volunteering Database Website www.do-it.org.uk;

- (d) ensure that all unbranded references made by Customer to the National Volunteering Database or the National Volunteering Database Website are to “Do-it”;
- (e) without limiting the provisions of clause 3, obtain YouthNet’s written approval for all Do-it branded and text acknowledgements on Customer communications before they are circulated or go live online;
- (f) comply with any reasonable directions given by YouthNet as to the use of or reference to the National Volunteering Database and/or any National Volunteering Database Materials;
- (g) adhere to YouthNet’s brand guidelines as provided by YouthNet and updated on notice from time to time;
- (h) provide YouthNet with the Internet Protocol (IP) address of the server which is connected to the Do-it Syndication Service as and when required upon request; and
- (i) notify YouthNet immediately if Customer becomes aware of any unauthorised use of the National Volunteering Database or any National Volunteering Database Materials by any party.

4.3 Customer shall not:

- (a) modify (other than for the purposes of formatting the material provided pursuant to clause 3.1 to the extent necessary to enable such material to be displayed on the Customer Website), save electronically, copy, reproduce, publish, display, transmit, distribute, adapt or in any way exploit or use the National Volunteering Database or any National Volunteering Database Materials except as permitted by this agreement;
- (b) use the National Volunteering Database or any National Volunteering Database Materials to provide opportunities content to any third party (other than to Website Users by way of displaying the National Volunteering Database Materials on the Customer Website) nor shall Customer provide all or any part of the National Volunteering Database Materials and/or the Do-it Syndication Service to any third party (other than to Website Users by way of displaying the National Volunteering Database Materials on the Customer Website);
- (c) change or delete any author attribution, trade mark, legend or copyright notice on the National Volunteering Database or any National Volunteering Database Materials;
- (d) represent to any party, through its use of the National Volunteering Database and/or any National Volunteering Database Materials, that Customer maintains or operates in its own capacity any database of volunteering opportunities which comprises any National Volunteering Database Materials;
- (e) bring YouthNet or the National Volunteering Database into disrepute;
- (f) except as permitted pursuant to clauses 3 and 4.2(e), use any logo or brand name owned by YouthNet except with the prior written consent of YouthNet; or
- (g) without YouthNet’s prior written consent, use any National Volunteering Database Materials or any information acquired through Customer’s use of the National Volunteering Database, National Volunteering Database Materials or Do-it Syndication Service to create or assist any third party to create any

database which fulfils the same or similar function or role as the National Volunteering Database.

5. Annual Fees

- 5.1 Customer shall pay to YouthNet the Annual Fee together with any VAT thereon annually on the Commencement Date and on or before each anniversary thereof.
- 5.2 YouthNet may vary the Annual Fee each year by giving Customer no less than 90 days notice of the new amount prior to the relevant anniversary of the Commencement Date. Customer may, following receipt of such notice of variation, terminate this agreement by giving no less than 30 days notice to YouthNet to expire on the relevant anniversary of the Commencement Date.
- 5.3 YouthNet may charge interest on all sums outstanding beyond the date on which they are due for payment under this agreement. Interest may be charged on that basis from the date payment was due until the date of payment (including after any judgment has been obtained) at the rate of 1% per calendar month or part thereof.

6. Warranties, exclusions and limitations of liability

- 6.1 YouthNet warrants to Customer that YouthNet is fully entitled to grant to Customer all necessary rights (including but not limited to the rights to the National Volunteering Database Materials and YouthNet Mark) to allow Customer to display the National Volunteering Database Materials on the Customer Website in accordance with the provisions of this agreement and that YouthNet has the rights to the YouthNet Mark and/or National Volunteering Database Materials free and clear of any third party claims which are incompatible with the rights granted to Customer pursuant to this agreement.
- 6.2 Apart from the terms set out in this agreement, no conditions, warranties, representations or other terms apply to the Do-it Syndication Service, National Volunteering Database, National Volunteering Database Materials, YouthNet Mark or to anything else supplied under this agreement. In particular, no implied conditions, warranties, representations or other terms relating to merchantability, satisfactory quality or fitness for any particular purpose will apply to anything supplied under this agreement.
- 6.3 Neither party's liability:
 - (a) for death or personal injury caused by its negligence or the negligence of its employees or agents;
 - (b) for fraudulent misrepresentation; or
 - (c) for payment of all sums properly due in accordance with this agreement;is excluded or limited by this agreement, even if any other term of this agreement would otherwise suggest that this might be the case.
- 6.4 Other than as set out in clause 6.3, YouthNet shall not be liable (whether for breach of contract, negligence or for any other reason) for any:
 - (a) loss of profits;
 - (b) loss of sales;

- (c) loss of revenue;
- (d) loss of any software or data;
- (e) loss of use of hardware, software or data; or
- (f) indirect, consequential or special loss.

6.5 Subject to clauses 6.3 and 6.4, each party's total aggregate liability under this agreement and in relation to anything which the party concerned may have done or not done in connection with this agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to [insert figure, which should be calculated on the basis of 2.5 x the total annual fees that the customer would pay over the life of the agreement, regardless of whether or not Customer has paid the annual fee].

7. Term and Termination

7.1 This agreement shall commence on the Commencement Date and continue in force indefinitely unless and until terminated in accordance with this agreement.

7.2 Either party may terminate this agreement at any time by serving not less than 90 days' written notice on the other party.

7.3 Either party may terminate this agreement with immediate effect upon written notice if the other party:

- (a) is in material breach of any obligation under this agreement, provided that, in the case of a breach capable of remedy, the right to terminate shall not arise unless the second party has failed to remedy the breach within 30 days of notice requesting it to do so;
- (b) suffers an Insolvency Event.

For the purposes of this clause 7.3, (i) in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same position which (save as to the date) it would have been in if the breach had never occurred, and (ii) failure to pay any sums when properly due shall be treated as a material breach.

7.4 Upon termination or expiry of this agreement for any reason:

- (a) YouthNet may immediately cease to provide the Do-it Syndication Service;
- (b) the licence granted in clause 3.1 shall terminate immediately;
- (c) Customer shall immediately remove all links and templates from the Customer Website to the National Volunteering Database and the National Volunteering Database Website;
- (d) Customer shall immediately cease all use of any and all National Volunteering Database Materials; and
- (e) Customer shall at the request of YouthNet, return or destroy any and all National Volunteering Database Materials provided to Customer and any copies thereof in Customer's possession.

- 7.5 Termination or expiry of this agreement for any reason shall not affect any rights or remedies of either party in respect of a breach of this agreement occurring prior to the date of termination or expiry. Upon termination or expiry, the following clauses shall remain in force: clauses 1 (definitions and interpretation), 4 (restrictions on Customer), 6 (warranties, exclusions and limitations of liability), 7.4 and 7.5 (term and termination) and 8 (General).
- 7.6 Without prejudice to any other rights of YouthNet, if Customer breaches any term of this Agreement, YouthNet may suspend the provision of the Do-it Syndication Service until Customer resolves the breach to the satisfaction of YouthNet.

8. General

- 8.1 All notices, agreements and consents under this agreement shall be in writing. Any notice may be delivered by hand or first class pre-paid post and shall be treated as having been delivered: (a) if sent by hand, when delivered; and (b) if by first class post, 48 hours after posting. Notices shall be sent to the following address or to such other address as either party shall notify to the other in accordance with this clause:

FAO [Name]
 YouthNet
 First Floor
 50 Featherstone Street
 London
 EC1Y 8RT

FAO [Name]
 Organisation Name
 Address

- 8.2 Customer may not sub-license or assign any of Customer's rights or obligations under this agreement without YouthNet's prior written consent.
- 8.3 YouthNet may sub-contract the performance of any of YouthNet's obligations under this agreement. YouthNet may assign this agreement or any of YouthNet's rights or obligations under this agreement to someone else, provided YouthNet tells Customer in writing if it does so. YouthNet will remain liable to Customer for any breach of this agreement if it sub-contracts or assigns as set out in this clause.
- 8.4 All variations to this agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.
- 8.5 This agreement sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Except in relation to fraudulent misrepresentation, no other representations or terms shall apply or form part of this agreement. Each party acknowledges that it has not entered into this agreement in reliance on any representation or statement not expressly set out herein.
- 8.6 Subject to the foregoing, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.
- 8.7 If any provision (or part of a provision) of this agreement is held for any reason to be invalid or unenforceable in any jurisdiction, this shall not affect the validity or enforceability of: (a) any other provision of this agreement; or (b) this agreement as a whole.
- 8.8 YouthNet shall not be liable for any delay or failure in performing any of its obligations under this agreement if such delay or failure is caused by circumstances outside its reasonable control (including any delay caused by any act or default of Customer)

- 8.9 A waiver of any term, provision or condition of, and any consent or approval granted under, this agreement will be valid only if it is in writing, signed by the party giving the waiver or granting the consent or approval. Any such waiver, consent or approval will be valid only in the particular instance and for the particular purpose for which it is given and will not constitute a waiver of any other right or remedy.

- 8.10 This agreement is governed by English law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning this agreement but YouthNet may also apply to any court worldwide for injunctive and other remedies in order to protect or enforce its confidential information and Intellectual Property Rights.

SIGNED on behalf of both parties on the date set out at the top of the front page:

For and on behalf of **YOUTHNET UK**:

Signature.....

Full Name.....

Title.....

For and on behalf of **CUSTOMER**:

Signature.....

Full Name.....

Title.....

SCHEDULE ONE

Definitions

1. Definitions

1.1 In this agreement the following terms shall have special meanings:

Term	Meaning
Annual Fee	Means £[insert figure] (plus VAT), as such sum may be varied from time to time in accordance with the provisions of clause 5;
Commencement Date	Means the date on page 1 of this agreement;
Customer Branding	All trade marks, service marks, brand names and logos of Customer included with or embedded within the National Volunteering Database Materials once made available on the Customer Website;
Customer Mark	Means [insert customer logo and any other trade marks used by customer];
Customer Website	Means the website at [insert URL] (or additional or replacement URL from time to time) as operated by Customer;
Do-it Restrictions	Means the standard restrictions on use of the National Volunteering Database and the National Volunteering Database Materials, as amended from time to time by YouthNet and made available on the National Volunteering Database Website;
Do-it Search	Is defined in Recital A;
Do-it Syndication Service	Is defined in Recital A;
Insolvency Event	In relation to a person means any of the following events: (a) a meeting of creditors of that person being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to that person; (b) a chargeholder, receiver, administrative receiver or other similar person taking possession of or being appointed over

	<p>or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of that person;</p> <p>(c) that person ceasing to carry on business or being deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (except that, for the purposes of this agreement, the reference to £750 in section 123(1) of that Act shall be construed as a reference to £10,000);</p> <p>(d) that person or its directors or the holder of a qualifying floating charge or any of its creditors giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator;</p> <p>(e) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of that person; or</p> <p>(f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.</p>
Intellectual Property Rights	<p>All:</p> <ul style="list-style-type: none"> • copyright; • patent rights; • trade or service marks; • design rights; • rights in or relating to databases; • rights in or relating to confidential information; and • any other intellectual property rights (registered or unregistered) throughout the world; <p>including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements;</p>
National Volunteering Database	Means YouthNet's database of volunteering opportunities known as the National Volunteering Database;
National Volunteering Database Materials	Means the contents of the National Volunteering Database, and information derived from the contents of the National

	Volunteering Database through Customer's use of the Do-it Syndication Service;
National Volunteering Database Website	Means the National Volunteering Database website to be found at www.do-it.org.uk (or any other replacement URL operated by YouthNet from time to time);
Support Services	Is defined in schedule 4;
Website User	Means each user that accesses the National Volunteering Database Materials or any part of it on the Customer Website;
Working Day	Means Mondays to Fridays, excluding public holidays in England;
YouthNet Marks	The logo shown at schedule 2.

2. Interpretation

2.1 In this agreement, unless it says otherwise:

- (a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) reference to this agreement includes reference to the schedules and appendices and other documents attached to it or incorporated by reference into it (all as amended or added to from time to time);
- (c) reference to "including" in this agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- (d) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation;
- (e) references to clauses or schedules shall be to those in this agreement; and
- (f) reference to this agreement shall include reference to it after it has been amended, added to or replaced by a new agreement.

SCHEDULE TWO

Acknowledgement of National Volunteering Database Materials

[insert the relevant acknowledgment:]



'Do-it is proud to work in partnership with Volunteer Centres in England and hundreds of volunteer-involving organisations across the UK to bring you these volunteering opportunities'.

SCHEDULE THREE
Service Level Agreement

1. Definitions

1.1 In this schedule 3:

“**Downtime**” means any period of at least one minute during which Customer is unable to utilise the Do-it Syndication Service.

“**Emergency Maintenance**” is defined in clause 2.4;

“**Scheduled Maintenance**” is defined in clause 2.3.

2. Availability of and changes to the Do-it Syndication Service

2.1 YouthNet will use reasonable endeavours to ensure that the Do-it Syndication Service is made available to Customer 24 hours a day seven days a week and 365 days a year.

2.2 YouthNet will endeavour to minimise the Downtime. However, from time to time, Downtime will be unavoidable due to Scheduled Maintenance and Emergency Maintenance.

2.3 “**Scheduled Maintenance**” includes maintenance of the Do-it Syndication Service hosting infrastructure and mutually agreed Customer-specific maintenance windows. YouthNet has a two-hour Scheduled Maintenance window per week, currently scheduled for Tuesdays between 07:00 and 09:00 GMT. YouthNet will use this Scheduled Maintenance window at its discretion and make reasonable efforts to notify Customer 2 days in advance of its intent to use the Scheduled Maintenance window. YouthNet will keep Customer informed of any updates to the expected duration of the Scheduled Maintenance until resolution.

2.4 YouthNet may on rare occasions require that sections of the Do-it Syndication Service are brought down in order to perform emergency maintenance (“**Emergency Maintenance**”). In the rare instances this occurs, YouthNet will use its reasonable endeavours to notify Customer in advance of the timing and expected duration of the Emergency Maintenance. If YouthNet needs to carry out any Emergency Maintenance, it shall use reasonable endeavours to:

- (i) notify Customer by email at least 24 hours in advance of any proposed Emergency Maintenance; and
- (ii) ensure that any Downtime that occurs as a result of such Emergency Maintenance will be kept to a minimum.

2.5 YouthNet will use reasonable endeavours to inform Customer of any scheduled change to the Do-it Syndication Service infrastructure at least 30 days in advance of the implementation of any such change. For the avoidance of doubt, YouthNet shall not be required to notify Customer in advance of changes to or deletions to the National Volunteering Database Materials provided using the Do-it Syndication Service.

SCHEDULE FOUR
SUPPORT SERVICES

1. Technical Support

- 1.1 YouthNet will provide Customer with a support service during its normal support hours i.e. 10.00am to 5.00pm on Working Days. The support service shall consist of advice and assistance relating to any technical defect, error or problem ("**Error**") with the provision of the Do-it Syndication Service by YouthNet ("**Support Service**").
- 1.2 Customer will inform YouthNet by email or telephone using the contact details available on the [product](#) support pages of the National Volunteering Database Website if it experiences any Error, giving as much information as is available to it about such Error and shall co-operate with YouthNet to assist YouthNet to understand the nature of such Error. In addition, Customer may inform YouthNet of Errors via the case logging system in the secure customer log-in section of the National Volunteering Database Website.
- 1.3 Customer shall, when making any query or enquiry in relation to this agreement or the Do-it Syndication Service, inform YouthNet whether it regards the query as a technical query to be resolved under the Support Services.
- 1.4 YouthNet will use reasonable endeavours to acknowledge, by email or by telephone, a request for assistance under the Support Services received from Customer within one Working Day.
- 1.5 Customer shall make any reasonable technical or administrative changes requested by YouthNet from time to time to the server that is connected to the Do-it Syndication Service or to the manner in which it receives or uses the Do-it Syndication Service in order to improve the performance of the Do-it Syndication Service and/or the referral of volunteers from Customer to YouthNet.

SCHEDULE FIVE

Description of National Volunteering Database Materials to be provided

[Insert description of the categories of data to be provided] [Delete schedule if not required]