Service Support Agreement and Service Level Agreement (Flexiva)

1. Introduction

Flexiva is an internet-based service available for a fixed recurring fee. This document describes the Support Agreement, Service Level Agreement as well as Terms and Conditions of Business provided by Business Software Group [the Company] to CUSTOMER-COMPANY-NAME [The Customer].

2. Scope

The following products are covered by this agreement;

- Flexiva

3. Service schedule

3.1 Access to service and support

Access to the Services will be provided through flexiva.co.uk website(s).

Any support issues will be logged via the on-line support system, e-mail or telephone to the support help desk

On-Line Support System:	www.flexiva.co.uk/support
Telephone number:	01223 77 22 80
E-mail:	support@flexiva.co.uk

3.2 Working Hours

Technical support requests can be submitted through the on-line support system at all times.

Telephone support is available during standard UK working days between 9am and 5.30pm Monday to Friday, not including UK Bank holidays.

The Company will use all reasonable endeavours to provide the Service 24 hours per day, seven days per week, including public holidays. The Service will have guaranteed availability of 99.9% during office hours and also 99.0% at all other times.

3.3 Training

Training can be provided at a cost of £250/hour.

A minimum cost of £250 applies. Any training provided will cover the Flexiva product only.

4. Exclusions

Flexiva support staff will not be responsible for the following:

- Support to The Customer for any computer equipment connecting to the service
- Any issues arising from the provision of telecommunications to the Customer
- Loss of Flexiva service arising from failure of the Customer's internet service provider (ISP)
- Training or application issues including "how do I" and "I am not quite sure how this works" questions

5. Customers' Obligations

The Customer will be responsible for the following:

- Providing appropriate high speed internet access from its computer equipment to the Flexiva services
- Providing Flexiva support staff with accurate diagnostic/error information as required for a support request
- Allowing access from its computers to the Flexiva services, running using specific required internet protocols
- The payment of all invoices in accordance with the Company's standard payment terms

6. Fees

The Customer will be charged a fee as per agreed formal Flexiva product/service quotation. In the event that a formal quotation is not provided, fees will be as per raised invoice(s).

Unless where otherwise, invoices will be raised in advance and are due for payment within 14 days of receipt. Where possible, payment will be made by standing order by direct debit, to ensure continuity of service. The costs of any training will be invoiced separately and is payable in advance of training taking place.

The Company reserves the right to suspend performance of the Services provided under this Agreement in the event of non-payment of sums due under this Agreement.

The Company reserves the right to delete any data and/or configurations stored on the Company servers, in the event of non-payment of outstanding invoices.

Professional services (training, business analysis, consultancy and other professional services) are not included in the service subscription fee and are always subject to formal quotation. The Company will not deliver consultancy services free of charge.

7. Confidentiality

The Company undertakes that, in respect of information of whatever nature, which is or has been disclosed to it by The Customer in connection with this Agreement:

(a) it will not use any such information for any purpose other than in accordance with the terms of this Agreement and

(b) it will treat such information and procure that it is kept confidential, and not disclose such information to any third party without the consent of The Customer.

8. Privacy and Security

The Company will ensure that all Customer configuration data is secure and accessible only to authorised Customer and Flexiva staff. Access to any configuration data is only possible by authorised personnel. Please refer to the Flexiva Privacy Policy and Flexiva GDPR Statement documents for further information on security, availability, integrity and confidentiality. These documents are publicly available on our website and may be updated from time to time.

9. Term and Termination

This Agreement will be effective from date of signature and/or date of formal agreement in writing and will remain in force unless terminated by either party on 30 days written notice. This agreement can also be effective even if not signed by either or both parties and simply exchanged via e-mail communications between both parties. Cancellation of any user accounts will require 30 days' notice of closure.

On termination of the agreement, any data will be removed. No data will be kept by The Company.

Confidentiality will survive termination of this Agreement indefinitely.

10. Refunds

In the event of service cancellation at the request of The Customer, neither full nor partial refunds will be issued.

11. Limitation of Liability

The Company will not be liable for any loss, damage, cost, expense including any claim for compensation whatsoever arising out of or in connection with the Services provided.

12. Governing Law

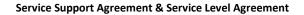This agreement shall be governed by English Law and any dispute shall be under the jurisdiction of English Courts.

Terms and Conditions of Business

1. The following Terms and Conditions shall apply between Business Software Group and any of its subsidiaries or associates hereinafter called **"the Company"** and the engaging client customer hereinafter called **"the Customer"** and are deemed to have been accepted by the Customer by its engagement of the Company to provide the Product and/or the Services as detailed in a quotation or the Customer's Purchase Order.

2. The Company develops, markets and supports Flexiva hereinafter called **"the Product"** together with related implementation, support or bespoke development work hereinafter called **"the Services"**.

3. The Company will not be liable to the Customer for any loss, damage, cost, expense including any claim for compensation whatsoever arising out of or in connection with the Product and/or the Services provided.

4. The Company will provide the Customer with a quotation outlining the cost of providing the Product and/or the Services. Prices will exclude Value Added Tax which will be charged at the prevailing rate on the date of invoice. The quotation is an estimated cost which reflects an outline work plan and the estimated cost of services and materials provided to the Company by its suppliers.

5. The Company reserves the right to review and revise the estimated cost of providing the Product and/or Services at any time. If the estimated cost increases above the total agreed project value or the value of the Customer's Purchase Order, written confirmation will be required from the Customer to amend the total agreed project value. No further work will be carried out by the Company until written acceptance of these revised charges is received by the Company.

6. The Services provided will be charged on a time basis at the hourly or daily rate detailed in the quotation or Customer's Purchase Order. Supplementary expenses including but not limited to telephone, postage, photocopying, fax etc. will be charged separately.

7. Invoices in respect of the Product will be due for payment on receipt of the invoice and title shall not pass to the Customer until payment is received.

8. Invoices in respect of all Services are payable in full in advance of delivery.

9. All invoices must be paid within 14 days of the invoice date unless where otherwise noted. Interest will be charged at 2% above the prevailing base rate on all sums remaining unpaid after 30 days.

10. The Company reserves the right to cease work or withdraw the Product and/or the Services if any invoice is not paid by the due date or if any request for confirmation of payment date is not satisfied promptly.

11. The Company reserves the right to permanently remove any data stored on the Company servers if any invoice is not paid by the due date or if any request for confirmation of payment date is not satisfied promptly.

12. The Company confirms that all software supplied by the Company is licensed in accordance with the manufacturer's terms and conditions and that the Company does not accept responsibility for any software not purchased by the Company for or on behalf of the Customer.

13. All written information and data of either party marked confidential and supplied to the other in connection with the Product and/or services will be treated as confidential by the recipient, using the same degree of care as with its own confidential information. Confidential information will not be copied or made available to any third party without the disclosing party's consent. These obligations do not apply to information already in the public domain.

14. For Privacy and GDPR information, please visit www.flexiva.co.uk where you will be able to consult the updated Flexiva Privacy Policy and GDPR Statement documents.

No variation shall be made to these standard terms and conditions of business without the written consent of a Director of the Company.

SIGNED by:

NAME, POSITION

BUSINESS SOFTWARE GROUP

DD/MM/YYY

SIGNED by:

NAME, POSITION

COMPANY

DD/MM/YYY