

TERMS and CONDITIONS

Cyrane Software and Services

**Something4 Limited
Newton House, Northampton Science Park
Northampton
NN6 0BN**

Terms and Conditions for Licenced Users of the Cyrane Systems Multi Channel Sales software and its associated service modules.

Definitions

“CS” refers to Cyrane order processing and e-commerce systems and its associated modules, additions and customisations

“S4” refers to Something 4 Ltd the sole owner of Cyrane software intellectual property.

"Cyrane Cloud" means the service is operated and managed by S4 on S4 servers(s) on behalf of the Vendor and delivered over the Internet. Servers are housed in a secure environment operated by a Third Party hosting specialist used by S4. S4 reserves the right to re-house at a location of their choosing without notice.

"Bespoke" means the creation of new software modules or amendment to existing CS software.

"Confidential Information" means all information that is expressly marked as confidential or which is manifested of a confidential nature or which is confirmed in writing to be confidential within 7 days of its disclosure.

“CS” means Cyrane Software its order management systems and e-commerce software supplied by S4.

"Delivery" means the delivery of the CS to the Vendor by the Delivery Date.

"Domain Names" means the domain names owned by the Vendor that point to an S4 web server.

"Effective Date" means the date at which the installation and testing of CS is completed.

"Force Majeure" means in relation to any party, any event or circumstance which is beyond the reasonable control of that party and which that party could not reasonably be expected to have anticipated and which results in or causes the failure of that party to perform any or all of its obligations under this Agreement, including without limitation an act of God, lightning, fire, storm, flood, earthquake, snow or ice, strike, lockout, or other industry disturbance, war, vandalism, fault, or failure of plant or machinery (where coverage could not have been prevented by good industry practice).

“Licence” means the licence granted by S4 to the Vendor to use the CS.

“Licence Fee” means the fee for the Licence and associated users to be provided under this Agreement and subject to payment terms set out in Schedule 1.

“Losses” means all losses, liabilities, damages, costs and expenses howsoever arising and set out in clause 14.

“Material” means Vendor’s data loaded, received, maintained or transmitted on the CS for the Vendor under this Agreement.

“Normal Working Hours” means 09:00 to 17:00 Monday to Friday (excluding public holidays).

“On Site” means the Vendor’s work address.

“PCI DSS” means Payment Card Industry Data Security Standard.

“Personnel” means, in relation to a party, that party’s employees, agents, consultants and contractors.

“Price List” means the S4 price list for the licences to use the CS published from to time; current pricing is listed in Schedule 1.

“Remote” means tasks that can be completed by S4 via remote access to the Vendor’s server or PC.

“Standard Upgrades” means fixes to bugs and such software enhancements to the CS as determined and executed by S4 from time to time.

“Support” means the telephone and email helpdesk service operated by S4 and set out in Schedule 2 – Service Level Agreement.

“Third Party” means any service or software supplied to the Vendor by S4 that originates from a separate entity e.g. QAS Address Service, Microsoft Software, VeriFone payment processing etc.

“User” means a user of CS.

“Vendor” means the entity that uses the CS in whole or in part and is invoiced for licences and/or services by S4.

“Website” means the Vendor’s Web Pages to be constructed, maintained, hosted and served by S4 on behalf of the Vendor and integrated with the Vendor’s CS.

1 Grant of Licence and Provision of Technical Support

- 1.1 In consideration of the payment by the Vendor of the licence/service fees notified to the Vendor from time to time, S4 hereby grants to the Vendor a non-exclusive licence to use CS;
- 1.2 In consideration of the licence/service fees notified to the Vendor from time to time S4 undertakes to provide the Vendor support as defined in Schedule 2;
- 1.3.1 The Licence shall commence on the date of invoice for the monthly licence/services fees and shall continue until terminated in accordance with Clause 10;
- 1.3.2 The Licence shall enable the Vendor to receive Standard Upgrades issued by S4. Standard Upgrades shall be provided and installed (via Remote access). Any on-site attendance that may be required shall be charged at the prevailing rate for time, materials and travel costs;
- 1.3.3 The licence applies to all the CS platforms including:
 - a) CS hosted on the Vendor's server at the Vendor's location
 - b) CS hosted on S4 shared server(s), operated and managed by S4 (Cyrene Cloud)

2 Property and Confidentiality in the CS Software

- 2.1 S4 provides a licence to use the CS software; the Vendor is not entitled to the source code of the CS software;
- 2.2 The CS software contains confidential information belonging to S4 and all copyright trademarks and other intellectual property rights in the CS software are the exclusive property of S4;
- 2.3 The Vendor shall not:
 - 2.3.1 reverse compile copy or adapt the whole or any part of the CS software for the purposes of correcting errors in the CS software;
 - 2.3.2 assign transfer sell lease rent charge, nor otherwise deal in, nor encumber the CS software, nor use it on behalf of, nor make available the CS software to any Third Party;
 - 2.3.3 remove or alter any copyright or other proprietary notice on any of the CS software or associated documentation.

2.4 The Vendor shall:

- 2.4.1 keep the software confidential and limit access to it to those of the Vendor's employees' agents and sub-contractors who either have a need to know or are engaged in using the software;
 - 2.4.2 notify S4 immediately if the Vendor becomes aware of any unauthorised use of the whole or any part of the software by any Third Party;
 - 2.4.3 save solely for the purposes expressly permitted by and in accordance with Section 296A(1) or Section 50C(2) Copyright Designs and Patents Act 1988 copy adapt or reverse compile the whole or any part of the CS software;
- 2.5 The Vendor shall inform all relevant employees' agents and sub-contractors that the CS software constitutes confidential information of S4 and that all intellectual property rights in it are S4's property and the Vendor shall take all such steps as shall be necessary to ensure compliance by the Vendor's employees' agents and sub-contractors with the provisions of this Clause.

3 User Licence Fee

- 3.1.1 S4 shall provide the Vendor with licences to enable an agreed number of Users to have access to the CS system. User Licences shall be invoiced at the prevailing rates or as agreed from time to time subject to the terms set out in Schedule 1. User licence charges may be varied from time to time with 30 days' notice;
- 3.1.2 The Vendor may purchase additional User licences at any time from S4 to expand the number of Users on the CS. S4 shall not give refunds or credits to the Vendor for unused User licences.

4 Set-Up, Delivery and Installation of CS with the Vendor data

- 4.1 The Vendor shall communicate to S4 the identity of the person(s) or the department within the Vendor's undertaking who shall act as the primary contact point and channel of communication with S4. The Vendor shall forthwith notify S4 of any change in the identity of any such person(s) or department;
- 4.2 S4 shall use all reasonable endeavours to deliver the CS and the training to the Vendor on the date given for delivery (which shall not be of the essence) or as soon thereafter as is possible. Time shall not be of the essence due to the absolute necessity for accuracy and the interaction of S4, the Vendor and Third Party systems;
- 4.3 If CS is installed and hosted on the Vendors own equipment the risk in the CS

shall pass to the Vendor immediately upon delivery. If subsequently the CS software (in whole or in part) is destroyed, damaged or lost S4 shall upon request to Support replace it subject to the Vendor paying its then prevailing charges to execute a new install;

- 4.4 The Vendor shall be responsible for facilitating the installation of CS software and shall use it solely for the purposes of the Vendor's trade or business.

5 S4's Obligations to the Vendor

- 5.1 S4 shall make CS available via the Internet OR shall support the installation on agreed hardware stored at the premises of the Vendor, operating CS on Third Party hosting systems is not permitted;
- 5.2 S4 shall use all reasonable endeavours to provide any Standard Upgrades and the Customisation of the CS conscientiously;
- 5.3 All upgrades and customisations will be completed via Remote access;
- 5.4 Any Bespoke functionality requested by the Vendor and implemented by S4 shall be charged at the prevailing rates and subject to the payment terms set out in Schedule 1. Any formal training (remote or otherwise) that the Vendor requires to understand and implement the changes shall be charged for. S4 shall provide a quotation and specification and shall require a Purchase Order or formal confirmation from the Vendor before the work is scheduled. Any such bespoke functionality may incur monthly maintenance fees to cover ongoing support – any such cost shall be included in the quotation;
- 5.5 Whilst reasonable care is taken, S4 cannot warrant that the CS or Standard Upgrades will not contain imperfections. Subsequent fixes shall be at the sole discretion of S4 and may need to await install with a subsequent Standard Upgrade;
- 5.6 S4 shall ensure that support for the CS is available as specified in Schedule 2;
- 5.7 Data backup shall be performed daily by S4 and stored securely for all servers managed by S4;
- 5.8 S4 shall not be responsible for any hardware failure or be responsible for the repair or maintenance of any such hardware sited at any Vendor location;
- 5.9 For Vendors with CS hosted at the Vendor's location S4 will prepare back up files for execution it is the Vendor's responsibility to execute the files and store on a separate system / location with a suitable parent / grandparent structure;
- 5.10 For Vendors with Cyrane Cloud S4 will provide and manage an appropriate backup

- structure to enable recovery and restoration of the Vendor's CS data as recorded at the time of the last daily backup noted in clause 5.7;
- 5.11 CS Standard Upgrades do NOT include any upgrades of Third Party Software that the CS system requires in order to function; this includes but is not limited to all Microsoft products. Any purchases or installation of Third Party Software (or Third Party Upgrades) that S4 agrees to undertake shall be charged at the prevailing rates;
- 5.12 Any additional hardware purchases that may be required to meet any hardware upgrade requirements or Vendor business expansion or upgrades to CS is specifically excluded. Any purchases or installation of hardware (or Third Party hardware upgrades) that S4 agrees to undertake shall be charged at the prevailing rates;
- 5.13 New modules shall be made available from time to time and charges for implementation, licensing and support shall be advised.

6 The Responsibilities of the Vendor to S4

- 6.1 The Vendor shall ensure that its staff are fully trained and have attended training courses on all the parts of the CS used by the Vendor and any other services used by the Vendor. Support shall only be available from S4, for those areas of CS or other services, where such training has been successfully completed by the Vendor;
- 6.2 For CS installations hosted at Vendor locations the Vendor shall be responsible for the supply of all computer hardware, electric current and other mains services, all cabling and connectivity equipment, including all connectivity to the Internet.
- 6.3 It is the Vendor's responsibility to ensure adequate BROADBAND connections are available to operate the software at acceptable speeds;
- 6.4 For CS installations hosted at Vendor locations the Vendor shall be responsible for the backup regime including backing up data onto a separate medium which shall then be stored securely and to be kept in a form suitable for re-entry;
- 6.5 For CS installations hosted at Vendor's location the Vendor shall supply to S4 on request, back-up copies of all data processed using the CS Software;
- 6.6 It is the Vendor's responsibility to ensure they comply with the prevailing laws and card scheme regulations and are registered for PCI compliance;
- 6.7 The Vendor shall ensure that its own equipment conforms to any specification issued by S4 from time to time in order to operate CS and subsequent Standard Upgrades and is maintained in good working order to include operating software and hardware upgrades that may be required from time to time;

- 6.8 The Vendor shall provide S4 with all relevant information and such other assistance as S4 may reasonably request in order to support and maintain the CS or to prevent or to detect fraud;
- 6.9 The Vendor owns and is responsible for the content of its own data and must, where appropriate, register with the Information Commissioner's Office and comply with any laws. The Vendor will also ensure that its network is secure and that only authorised users have access;
- 6.10 The Vendor must treat the CS in a reasonable and careful manner and follow all reasonable instructions issued by S4 from time to time;
- 6.11 It is the Vendor's responsibility to ensure they comply with the prevailing laws and card scheme regulations and are registered for PCI compliance as necessary;
- 6.12 The Vendor must provide REMOTE DIRECT ACCESS to the server with free and unlimited access to their data to enable S4 to address and meet ongoing support as outlined in Schedule 2. Failure to provide such access may result in reduced service levels;
- 6.13 The Vendor must give S4 any access they require for the implementation of the S4 Service and must ensure that no circumstances exist that prevent S4 from performing the implementation within the timescales agreed;
- 6.14 It is the responsibility of the Vendor to comprehensively insure against loss of data, for whatever reason and howsoever this may occur.

7 Website

- 7.1 Where specifically agreed S4 shall provide and host the Vendor's transactional Website incorporated with CS;
- 7.2 S4 shall exercise such reasonable skill, care and diligence as expected of an experienced provider of website hosting services;
- 7.3 S4 agrees to perform such maintenance on its software as reasonably required to ensure the website 'live' operation;
- 7.4 S4 undertakes to establish and maintain reasonable safeguards against the destruction, loss or unauthorised alteration of the Vendor's website and shall institute reasonable security procedures to restrict the destruction, corruption or unauthorised access to data and data files, including back-up of Material;

- 7.5 S4 shall maintain and use appropriate virus-protection procedures and software to safeguard the Vendor's website;
- 7.6 The Vendor's website can be maintained by the integrated administration tools provided with CS. The Vendor shall be solely responsible for the content and the management of the website unless otherwise commissioned with S4. The website is available on S4's servers only and charged monthly at the rate advised for the following capacities;
- a) Database size - 250mb
 - b) Image files size - 250mb
 - c) Connectivity - 20GB per month

Increased capacity can be provided for an additional charge;

- 7.7 Website includes the following:
- a) Daily database backup
 - b) Server capacity located in a secure location with reasonable provision of security and accessible bandwidth
 - c) Licences for software used in the provision of the website and database;
- 7.8 S4 shall ensure that the website itself shall remain continuously available to Internet users via the Internet. S4 cannot be responsible for any downtime on the main server or for any consequential losses howsoever caused. In such instances every effort shall be made to resume service as fast as possible including periods outside Normal Working Hours;
- 7.9 S4 reserves the right to take down the server and make it inoperative for maintenance purposes as and when this is necessary. Such actions must be kept to a minimum and every attempt shall be made to cause as little inconvenience as possible, without detriment to the work involved and, where possible, giving the Vendor reasonable notice of any such downtime;
- 7.10 Neither the Vendor nor Third Parties will be allowed direct access (e.g. VPN) to the S4 servers under any circumstances;
- 7.11 Services provided to the Vendor by third parties cannot be hosted on S4 servers for security reasons however such services hosted elsewhere can be incorporated within the website.

8 Ownership of the Website and Domain Name

- 8.1 S4 acknowledges and agrees that the copyright, trademarks, trade names, and all other intellectual property subsisting in the Website and Domain Names and the right to the Domain Names shall vest and remain vested in the Vendor and its licensors and nothing in these Terms and Conditions shall operate as an assignment to S4 of such intellectual property rights and/or right to the Domain Names unless explicitly specified otherwise;
- 8.2 The Vendor grants to S4 a non-exclusive, non-transferable licence to host the Website on the System solely for the purposes of providing the CS and availability of the Website over the Internet.

9 Payment Service Provider (PSP)

- 9.1 Credit card and debit card processing is provided by VeriFone UK Ltd. Whilst S4 shall make all reasonable efforts to ensure that the payment system operates efficiently at all times S4 cannot be held responsible for failures in connectivity or access to this service or any subsequent loss of revenue of any nature howsoever this may occur;
- 9.2 As CS installations do not capture, nor store nor process card data S4 is not required to be registered for PCI compliance at any level. All card processing is undertaken by VeriFone who utilise a tokenisation system in conjunction with CS. VeriFone UK Ltd are PCI DSS compliant;
- 9.3 Provision of payment processing services is subject to the terms and conditions of this Agreement and charges advised to the Vendor from time to time;
- 9.4 It is the Vendor's responsibility to ensure they comply with the prevailing laws and card scheme regulations and are registered for PCI compliance as necessary;
- 9.5 Charges associated with this Third Party Service may be varied at any time;
- 9.6 S4 may replace VeriFone UK Ltd and appoint additional PSPs at its sole discretion and without notice.

10 Disputes and Termination

- 10.1 Termination shall not prejudice any rights of either party which have arisen on or before the date of termination;
- 10.2 Either party may revoke the CS licence at any time by giving six months prior written notice to the other;
- 10.4 Termination may be given forthwith by either party on written notice if the other party is in material breach of these Terms and Conditions and, in the event of a breach capable of being remedied, fails to remedy that material breach within 28 days or receipt of notice thereof in writing;
- 10.5 Failure by the Vendor to make agreed payments shall be considered to be in breach of these Terms and Conditions and S4 shall have the right to immediately suspend the CS and any other services until all payments have been made;
- 10.6 S4 reserves the right to terminate without notice, where payments are withheld on two consecutive occasions;
- 10.7 Either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of a competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to continue trading.

11 Confidentiality

Both parties shall keep confidential any Confidential Information obtained from the other party and shall not divulge the same to any third party without the consent in writing of the other party.

12 Rights of Third Parties

These Terms and Conditions shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Only the Vendor and S4 shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

13 Notices

Any notices to be served by either party to the other, shall be served to the company secretary at the registered offices by recorded delivery.

14 Limitation of Liabilities

14.1 Although efforts have been made to ensure that the software is correct, reliable, and technically accurate, the CS and associated services are provided without warranties as to performance of merchantability, fitness for a particular purpose or use or any other warranties whether expressed or implied. The Vendor assumes all risks when using CS and associated Third Party Services/Software. This clause sets out the entire liability of the parties (including any liability for the acts or omissions of their respective Personnel) to each other in respect of:

14.1.1 any breach of this Agreement however arising;

14.1.2 any indemnity obligation under this Agreement;

14.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement;

14.2 Nothing in this Agreement shall limit or exclude the liability of either party for:

14.2.1 death or personal injury resulting from negligence; or

14.2.2 fraud or fraudulent misrepresentation; or

14.2.3 any other liability which cannot be limited or excluded by law;

14.3 Subject to clause 14.2, S4 shall not in any circumstances have any liability to the Vendor for:

14.3.1 Any losses or damages (direct or indirect) which may be suffered by the Vendor which fall within any of the following categories:

(i) loss of profits;

(ii) loss of revenue;

(iii) loss of transaction;

(iv) loss of anticipated savings;

(v) loss of business opportunity;

(vi) loss of or goodwill;

(vii) loss of or damage to (including corruption of) data; or

14.3.2 indirect, consequential or special loss or damages.

- 14.4 Except as otherwise expressly stated herein there are no other warranties express or implied as to the value, condition, design or functioning of CS or any use of CS, the Website or Third Party Services. S4 shall not be liable to any Vendor or any customer of the Vendor for any incidental, indirect, special or consequential damages, liability, loss or damage caused or alleged to have been caused by CS, Website or Third Party Services**
- 14.5 S4 shall not be liable for failure to perform its obligations, if that failure is due to Force Majeure.
- 14.6 S4 shall not be liable to the Vendor for any losses or damages resulting from improper use or improper handling of the CS by the Vendor, its employees or agents, or any loss of profit or contracts or other consequential losses contingent upon the said damage or injury.
- 14.7 S4 shall not be responsible for any equipment or failure of such equipment utilised by the Vendor on Remote sites to operate CS and associated Third Party Services/Software.
- 14.8 The Vendor acknowledges that the pricing of this Agreement as set down in the associated side letter reflects the allocation of risk between the parties set out in this clause 14 and that it is in a better position than S4 to assess and manage its risk in relation to the subject matter of this Agreement. Each party agrees that the limitations of liability contained in this clause 14 have been negotiated and agreed between the parties in the context of the other provisions of this Agreement and satisfy the requirement of reasonableness within the meaning of the Unfair Contract Terms Act 1977.

15 Receivership, Liquidation

In the event that S4 is placed into /receivership/liquidation, the Vendor can elect to take the CS in whatever state it is in and S4 shall provide such reasonable assistance to the Vendor and/or the third party as may be necessary to complete and/or develop and/or maintain the CS, this shall include without limitation access to available technical information, source code, drawings, and data.

16 Jurisdiction

The Terms and Conditions are subject to England and Wales Law and the Courts of England.

SCHEDULE 1 - PAYMENT TERMS

- 1.1 The S4 charges have been issued to the Vendor in a side letter and it is intended and agreed that the side letter forms part of these terms and be legally binding, The side letter sets out the reward to S4 for services provided and these charges are acknowledged and agreed by the Vendor.;
- 1.2 Any future changes to the charges set out in the side letter will be confirmed in writing and bound by the terms of this Agreement;
- 1.3 Initial payment is to include the first full calendar month plus any intervening period pro rata from presentation of the purchase order by the Vendor. Subsequent monthly payments shall be made according to the schedule laid out in clause 1.8. Payment for any hardware shall be required prior to S4 processing the order;
- 1.4 All fees shall be paid by the Vendor within 15 working days of the S4 invoice;
- 1.5 Failure by the Vendor to pay these fees may result in the suspension or termination of the CS in accordance with Clause 10;
- 1.6 All fees are exclusive of VAT and other like taxes, which shall be added according to the current legally enforceable rates;
- 1.7 Any additional services from time to time required by the Vendor must be agreed by both parties and verified by an official purchase order from the Vendor;
- 1.8 The Vendor agrees to pay the MONTHLY fees in advance by variable direct debit collected on or after the 15th of each month in which it is billed. Licence fees include system support as detailed in Schedule 2 and Standard Upgrades. Any other costs will be listed separately including; system hosting, credit card processing, and integration modules. Monthly fees settled by other means shall result in a 15% administration charge being applied. Any adjustments, in respect of the previous period, for deductions, refunds and additional costs shall be calculated and included on a subsequent invoice with appropriate adjustment reflected in a subsequent direct debit;
- 1.9 All invoices shall be e-mailed to the address held in our records;
- 1.10 S4 reserves the right to charge interest on any sum payable under this Agreement that is not paid in accordance with clause 1.8 on a day to day basis from the date when such sum became owing at the rate of 5 percentage points above the base rate published by HSBC Bank plc. Such interest shall be paid on demand by S4 and shall continue to be charged after judgment.

SCHEDULE 2 - SERVICE LEVEL AGREEMENT

General

This Service Level Agreement covers requests made by phone, email or post to the Cyrane Helpdesk regarding the Cyrane Merchant Server software and associated components during Normal Working Hours by Vendors with Live systems regarding areas of their system that are live.

Contacting the Cyrane Helpdesk

The Cyrane Helpdesk will be manned 09:00 to 17:00 Monday to Friday (excluding public holidays); this constitutes Normal Working Hours.

Requests should be made by the nominated Super User(s). Super Users are staff members who have attended the relevant training sessions in use of Cyrane Merchant Server. They are responsible for the training of other staff members and should be the first point of contact for other staff members regarding Cyrane.

Requests made outside of normal working hours will be dealt with as though they had been received at the start of the next working day. Requests made about systems or parts of the system that are not live will be dealt with within their implementation timescale.

Email Ticket System

The Cyrane Helpdesk operates an automated ticketing system to log and track support issues and requests. This is the required method of contact for all support items. Ticket requests received during Normal Working Hours will be assessed within 1 hour of receipt.

IMPORTANT - Content of Your Support Request

Each new request **MUST** contain the following minimum information:

- Nature of error
- Correct or expected result
- Specific information about the process or steps taken that will enable SUPPORT to RECREATE the error

PLUS

- Specific data relevant to the query e.g. order number OR example of error

Please Note: If support cannot recreate the error no action will be taken and the ticket will be closed so please ensure sufficient information is supplied to enable re-creation.

The helpdesk email address is **support@cyrane.com**

Phone - For URGENT Business Critical Problems

Requests logged by phone will be considered to have met the 1 hour Assessment Target by default. ALL urgent requests made by phone **must** also be followed up with an email to **support@cyrane.com** to ensure a ticket is raised. Subsequent contact will then be via the email ticketing system.

The helpdesk number is 01604 212350

Post

Requests can also be sent by post. They will be assessed within 1 hour of receipt.

The helpdesk postal address is:

Cyrane Helpdesk
Newton House
Northampton Science Park
Moulton Park
NORTHAMPTON
NN3 6LG

Initial Assessment

All requests to the Cyrane Helpdesk sent to the email support address during normal working hours will be assessed and categorised within 1 hour of receipt.

The requests will be categorised as:

- Urgent - business seriously threatened (e.g. server failure). In those circumstances where the failure is NOT part of a managed service provided by S4 this will be charged at the prevailing time and materials rate.
- Implementation task - to be scheduled as a fix under support (e.g. order failure)
- Implementation task - to be quoted for and scheduled when approved (e.g. data load)
- Classified 'Bug' - to be fixed by the development team and issued under a later release of the Cyrane software - no action under support
- A Training need - which may be chargeable depending on nature of request (see Priority Note 3 below)
- Wish List Item i.e. non-standard function or deviation from current system - a chargeable development

The request will be assigned to a sub-category within each main category, each of which has its own time-scale for response and resolution.

First Response

The point when a request is first dealt with, with the aim of resolving the request. This may be via a Remote Access application (e.g. TeamViewer) to the Vendor's system, a phone call to clarify the situation, or to arrange a time to do some work or provide training.

Detailed Response

The point at which a request is considered by the support staff to be resolved or that further work needs to be scheduled and feedback is given to the Vendor by phone or email.

In the case of a request that is caused by a bug the resolution may be a data fix to solve the initial problem and not the fix of the bug itself, a permanent fix will be considered for a future software release.

Request Categories

Priority 1- Significant Business Critical Problem

Any significant fault with the system or 3rd party application that fails which in turn prevents business critical tasks being completed:

- Website down or online ordering failing
- Web syncs failing
- Total failure in back office (Isolated order issues are classified as Priority 2
- Total failure in payment processing .

Website Down and/or BackOffice System not Accessible.

A problem with the system that has a major impact on a Vendor's business – preventing the major business processes from continuing – to include situations such as:

- System is unavailable for use by all, or the majority of users
- Core parts of the system are not functioning, or functioning incorrectly for all or a majority of users which, as a result is preventing the business processes from continuing.

Business Critical Problem

This is a problem with the system that is having a significant effect on the Vendor's business and includes situations such as:

- Core elements of the system are not functioning, functioning incorrectly for some users, and as a result is preventing the business processes from continuing.
- Non-core parts of the system not functioning, or functioning incorrectly where this is having a significant effect on business processes, and as a result is preventing the business processes from continuing.

Priority 2 - General Problem

These are less critical problems with the system or a 3rd party application and include issues such as:

- Problems affecting single users
- Isolated order malfunction
- Non-core parts of the system not functioning, or functioning incorrectly where there is a minimal effect on business processes, or there is a viable work around
- Any problems caused by the Vendor, IT hardware or unrelated 3rd party software or services

Priority 3 - Training

This area only covers ad hoc, simple training needs, and scheduled training. Support will normally be provided by phone or email instructions. In normal circumstance issues raised for Training should be made via a Super User or the primary contact.

Formal Training will be given prior to a system going Live, and at other pre-arranged times as agreed between the Vendor and Something4. Those who attend such training are considered 'Super Users' for their area and are responsible for training others in their area.

If, during the course of the ad hoc training, a need for more training is found then this will be quoted for as a separate Implementation request.

Regular support tickets for training will be flagged in the system and a training quotation will be provided. It is recommended that existing users provide full training on the system to new users/staff members to manage changes in staff.

Terms for Ongoing Training

- Training (non chargeable) one off immediate instruction that can be resolved within 10 Minutes.
- Training calls after the first month or for current clients lasting more than 10 minutes cumulative in a single day will receive a one off charge of £50 pounds.
- New Vendors will receive Free training up to 2 hours per week – non- cumulative in their first month only.
- Training Sessions will run for a minimum of half a day and will be charged at the following rates:
 - On Site, half day - £300 plus Travel Expenses – 10 am – 13:00 pm
 - On Site, Full day - £495 plus Travel Expenses – 10 am – 13.00, 14.00 – 16.00 pm

Priority 4 - Implementation Tasks Subject to Charge

Implementation activities for live systems such as:

- Bespoke data imports / data exports / data updates
- Database upgrades / new installations
- Where a server crashes and requires a re-install the incident will be treated as Priority 1 otherwise the re-installation will be scheduled
- ANY Third Party Software upgrades required to operate the CS System e.g. Microsoft SQL server
- Additional client installs
- Formal requests for scheduled training, either on site or by Remote
- Changes to system installation such as moving location of data or installed components

Tasks listed above (and similar work) fall outside the remit of the Service Agreement and are chargeable at the rates provided in Schedule 1. A written quote will be provided and a PO or written order confirmation will be required before we schedule the work.

Priority 5 - Wish List Item Subject to Charge

A change to a process in the Live System OR a function of the system is considered adequate for general business use. This may include:

- Additional modules (Multi-Client, Payment Processing, websites etc.)
- Changes to existing functionality, reports etc.
- Additional functionality, reports etc.
- Any design changes to websites
- Browser compatibility/Style sheet changes for new versions of browsers.
- Additional website features – quick order, wish list
- SEO modules added to website

A Wish List request will be considered resolved when either:

- A quote has been issued to the Vendor.
- The issue is classified as an unviable or an inappropriate change.

Tasks listed above (and similar work) fall outside the remit of the Service Agreement and are chargeable at the rates provided in Schedule 1. A written quote will be provided and a PO or written order confirmation will be required before we schedule the work.

Once agreed, the work will be scheduled and does not form part of this Agreement; subsequent support may be subject to additional charges.

Target Times by Category

Category	Initial Assessment	First Response	Detailed Response
Priority 1 Site Down Business Critical	1 hour 1 hour	1 hour 2 hours	ASAP 1 day
Priority 2 General	1 hour	3 days	5 days
Priority 3 Training	1 hour	3 days	7 days
Priority 4 Remote On Site	1 hour 1 hour	5 days 5 days	15 days 30 days
Priority 5 Significant Minor	1 hour 1 hour	10 days 10 days	10 days 30 days

A request is considered **CLOSED** when:

- The Vendor is satisfied with a resolution
- The item is classified for subsequent software release
- There is no response to a notified resolution within 1 working day
- A request is waiting for a Vendor response more than 5 working days
- It is decided that no further reasonable action can be taken

Targets

The SLA times above do not imply any guarantee of resolution during this timeframe, but is solely the targeted response and resolution times for each category.

The target times apply unless:

- Otherwise agreed with the Vendor
- Support staff are unable to access relevant parts of Vendor's systems, as required, to complete the work
- The problem is caused by Third Party suppliers

It is our stated aim to try and achieve these targets for at least 85% of requests, and sooner where possible.

Requests for Implementation Tasks or Wish List Items must be made in writing, either by email or post. They will be subject to quote and will require a signed schedule or Purchase Order.