

Terms and conditions

1 Overview

This document outlines the terms and conditions and Service Level Agreement (SLA) for the support of the ResourceSpace Digital Asset Management (DAM) system.

1.1 Service Scope

The scope of service includes:-

- 1.1.1** Issue resolution for issues relating to the latest release of the ResourceSpace base software and any plugins that are included with the base code. This will involve fixing the base code as appropriate. Fixes will become part of the base and released under the existing ResourceSpace license.
- 1.1.2** Assistance with using and configuring ResourceSpace and the plugins that are included with the base code.
- 1.1.3** ResourceSpace software upgrades as they become available, to ensure the installation is the current supported version.

1.2 Conditions

- 1.2.1** Support is second-line support in that it is provided to your designated resource or system administrator(s) only and not directly to all end users. You will be responsible for fielding user issues in the first instance before reporting them to Montala.
- 1.2.2** No service will be provided for third-party components or development outside of the ResourceSpace base code and included plugins.
- 1.2.3** For self hosted on-premise customers, service will be provided only for issues related directly to ResourceSpace. No service will be provided for issues relating to the server environment including the operating system, hardware and network infrastructure.
- 1.2.4** In the event that you are a reseller and not the end user, a limit of one resale is permitted per service. We will deal with issues arising from one end user organisation for each service purchased.

1.3 Service Hosting

The following will be your responsibility as the customer if using the self hosted on-premise service, or ours if using the Fully Managed Hosting service.

- 1.3.1** Hosting infrastructure including server, operating system, connectivity, firewall.
- 1.3.2** The supporting applications and libraries that are external to (but required by) the ResourceSpace software, such as MySQL, PHP, Apache.
- 1.3.3** Backup, storage, and recovery of critical business data.

1.4 Your Responsibilities

It will be your responsibility as the customer under this agreement to:

- 1.4.1** Raise issues / questions when necessary by following the process detailed below
- 1.4.2** Identify that any issue logged is a genuine software issue, ruling out as far as is possible user error and local infrastructure issues.
- 1.4.3** Be aware of and make payment for any fees incurred.
- 1.4.4** For self hosted on-premise customers, you must provide either suitable access - RDP for Windows or SSH for Unix/Mac (IP restricted or via a VPN if necessary) - OR a technical contact with the necessary skills to apply the fixes we provide. Enterprise On Premise customers have the additional option for assisted sessions (e.g. TeamViewer) whereby access is provided in a limited fashion monitored by a member of your staff.
- 1.4.5** You must ensure that screen captures and other files you send do not contain sensitive personal data, and have been suitably obfuscated if sensitive data was present. We will not be held responsible for the security of sensitive information sent to us by e-mail.

2 Support Process

2.1 Hours of Coverage

Hours of coverage are 9 AM to 5.30 PM UK Time, Monday to Friday. UK Bank holidays are excluded from hours of coverage. If using our Fully Managed Hosting service, critical support will be provided 24x7 and the service will be automatically monitored.

2.2 Requesting Support

Support is provided in the first instance by our Customer Success team. You will be assigned a dedicated Customer Success Executive with whom you will be able to raise issues and ask questions. They will utilise our internal Technical Support team on your behalf as necessary - you will not normally deal directly with our Technical Support team except where it is more efficient to work directly.

2.3 Required Information

When raising an issue with your Customer Success Executive you should provide as much information as is reasonably possible about the issue at that time, including at a minimum the following information:

- Contact details
- A description of the issue

The following should also be included if available.

- Details of client software configuration
- Any screenshots or associated files to assist troubleshooting

2.4 Priorities

For technical issues we will prioritise as follows:

Priority	Description	Response Time		
		On Premise	Team Cloud Business Cloud	Enterprise Cloud
0	System completely unavailable All efforts have been made to ensure that the problem is not related to your own hardware, operating system, networking or other infrastructure issue. No workaround is known for the issue	1 working day	Within 3 hours (24x7)	Within 1.5 hours (24x7)
1	System is available but the problem is preventing primary usage Unable to view, edit, upload, download; core user functionality.	1 working day	1 working day	4 hours
2	System is available but the problem is preventing secondary usage Reporting, configuration; admin only functions	3 working days	3 working days	2 working days
3	Minor cosmetic issue A request to alter the text, layout, configuration, or some other cosmetic aspect of the system.	5 working days	5 working days	3 working days

Response is from time the issue is raised or detected, during hours of coverage. Resolution time will depend on the complexity of the issue.

2.5 Support Process and Issue Resolution

2.5.1 Montala will investigate the issue, and provide an initial response within a timeframe based on the priority of the issue as outlined above.

2.5.2 Montala will be responsible for resolving each bug fix, by providing an update, patch, or other fix designed to address the bug and return the product to its proper working state.

2.5.3 Montala may offer to resolve enhancement or customization requests on a case-by-case basis, working with you to reach an agreement outside of this agreement for providing such an enhancement or customization.

2.5.4 Montala will consider an issue to be resolved once any of the following conditions are met:

2.5.5 Montala delivers to you a patch, update, or other fix meant to address a bug fix, enhancement, or customization.

2.5.6 You state you no longer need the issue to be investigated.

2.5.7 Montala does not receive any notification from you within 5 business days after we've requested more information.

2.5.8 Montala determines the issue to be out-of scope.

2.5.9 When an issue is resolved, Montala will notify you of the resolution, along with the reason for doing so. If the resolution includes a bug fix, Montala will deliver any materials related to the fix at that time.

2.5.10 All communication will be via e-mail or the messaging system on the customer extranet. We may book an online session at our discretion where we feel it would speed up issue investigation/resolution. An exception is where our phone support bolt-on has been purchased; in that situation you will be provided with a direct access phone number and will have the option to communicate with us by telephone also.

3 Pricing and Fees

3.1 Montala charges a monthly or annual support fee under this agreement. This fee is not refundable, except upon termination of this agreement, as provided for in this agreement.

3.2 The On Premise packages have a minimum term of 12 months. All other packages have a minimum term of 1 month.

3.3 We reserve the right to increase fees no more frequently than once in any 3 year period except where a fixed price has been agreed and quoted for a longer period. We will provide a notice of any price rise at least thirty days prior to the effective date of such increase.

3.4 Montala operate a fair use policy for the support portion of the contract. Montala will fix an unlimited number of issues found in the ResourceSpace base code. Support team and Customer Success team activity relating to training, consultancy and configuration will be subject to a fair use limitation of 20 hours per calendar year, increased to 35 hours for Business Cloud and 50 hours for our Enterprise Cloud and Enterprise On Premise packages. Should this limit be exceeded Montala will notify you and discuss our bolt-on options.

4 Termination

4.1 Montala may terminate this agreement at any time for the following reasons:

4.1.1 Non-payment by you of fees incurred to Montala.

4.1.2 You break any of the terms outlined in this document and the breach has not been remedied within two weeks from the date you are made aware of it.

4.2 Montala will not refund any portion of the annual support fee in this case.

4.3 Montala may additionally terminate this agreement for any reason with six months' notice. The annual support fee will be refunded in part, based on the period of actual service under this agreement, rounded to the next highest whole number of months.

4.4 You may terminate this agreement at any time by notifying Montala of your desire to do so. Termination will take effect immediately upon sending such notification to Montala. Montala will refund a portion of the annual support fee in this case, except in the case of On Premise customers still within their 12 months contract period.

4.5 Once this agreement is terminated, all open service requests and issues will be marked resolved, and no further development, support, or updates will be provided or delivered under this agreement.

4.6 If this agreement is terminated for any reason (other than a breach by Montala), you remain responsible for any fees, costs, or other debts incurred to Montala during the term of this agreement, including but not limited to: costs-to-date for undelivered bug fixes, enhancements, and customizations, consulting fees, and unpaid invoices.

5 Limit of Liability

5.1 The liability of each party to the other party shall not exceed £1 million GBP and Montala will maintain Professional Indemnity Insurance sufficient to cover a claim of that value.

- 5.2** There is no limit of liability for death or personal injury resulting from negligence.
- 5.3** Neither party shall be liable to the other in respect of any losses arising out of a Force Majeure Event.

6 Software

- 6.1** Any third party software is supplied to you on the basis of the relevant third party's license terms with which you agree to comply.
- 6.2** You acknowledge that software in general is not error-free, and agree that the existence of such errors will not constitute a breach of this agreement.

7 Intellectual Property

- 7.1** This agreement transfers to you neither title nor any intellectual property rights to the software, documentation, or any copyrights, patents or trademarks, embodied or used in connection therewith.
- 7.2** All development work will remain the intellectual property of Montala Limited and will be released under the ResourceSpace BSD-style open source license upon completion. Development work will typically be included in the next release of the software and therefore made available publicly.

8 Data Liability for On-Premise Customers

- 8.1** We shall have no liability for any loss or damage to any data stored on your server or backup mediums. It is your responsibility to make sure an adequate backup procedure is in place.
- 8.2** We shall have no liability for the security of your server or backup mediums. It is your responsibility to make sure adequate firewalls and virus protection systems are in place.

9 Additional Terms for Montala Hosted Service

9.1 Hardware and Network

- 9.1.1** You will not be the owner of any of the infrastructure and hardware used to deliver the service.
- 9.1.2** All infrastructure shall be installed and operated by us. You will have no right of physical access to the infrastructure.
- 9.1.3** The server will be based in a large data centre in London with redundancy provided by a Cambridge data centre and will have a high speed connection to the UK internet backbone.
- 9.1.4** Montala shall take all economically reasonable efforts to ensure that the hardware and infrastructure used will be free from defects and that the hardware and infrastructure will operate uninterrupted and without failure. However, we cannot guarantee that the hardware and infrastructure will be free from defects, nor can we guarantee uninterrupted operation.
- 9.1.5** We shall make our best efforts to make the services available to you at all times but we shall not, in any event, be liable for interruptions of service or down-time of the server.
- 9.1.6** Customers using our dedicated server optional bolt-on will be allocated their own server. In the unlikely event of hardware failure, server sharing may be utilised briefly to ensure maximum uptime. Affected customers will be notified in this instance.
- 9.1.7** The service will be made available at a single supplied IP address. We reserve the right to change the IP address assignments at any time. In the unlikely event of an IP address change at least two weeks notice will be given. There will be a period of overlap where both the old and new IP addresses will work to avoid any downtime.

9.2 Use of Services

- 9.2.1** You shall keep secure any identification, password and other confidential information relating to your account or the services and shall notify us immediately of any known or suspected unauthorised use of the services or breach of security, including but not limited to loss, theft or unauthorised disclosure of your password or other security information.
- 9.2.2** We operate a fair use policy with respect to server bandwidth. You accept that if the server exceeds its data transfer quota in any billing period, we will charge you for the additional data transfer at 25 GBP for every 100GB over quota. The monthly quota for combined uploads and downloads is 10 TB. This is over 50 times the average across our customer base and under typical usage we do not expect this transfer to be exceeded except in extreme circumstances. The initial migration of assets is exempt from this policy.
- 9.2.3** You are solely responsible for the content of any postings, data or transmissions using the services or any other use of the services by you or by any other person or entity

authorised by you.

9.2.4 You represent, undertake and warrant to us that neither you nor any person or entity authorised by you will use the services for illegal, disruptive or objectionable purposes.

9.2.5 In particular, you represent, warrant and undertake to us that you or any person or entity authorised by you, will not upload, post, link to or transmit:

any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.

any material containing a virus or other hostile computer program

any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

9.2.6 It is your responsibility to make sure any content uploaded by you or those you have authorised does not break the definitions listed in item 8.2.5.

9.2.7 You will not use the services in any manner which interferes with, or disrupts, other network users, services or equipment including, without limitation, unsolicited advertising or chain letters, inappropriate news group or forum posts, wrongly impersonating another user and falsifying one's network identity.

9.2.8 It is your responsibility to manage ResourceSpace user accounts and ensure that passwords are of the required complexity, that only authorised users are given valid usernames and passwords, and that unused accounts are removed as appropriate. We are not responsible for the management of ResourceSpace user accounts.

9.3 Data Protection

Definitions: "Data Protection Legislation" means the General Data Protection Regulation 2016/679 and any laws implementing or supplementing such regulation and to the extent applicable the data protection or privacy laws of any other country.

9.3.1 In this clause, references to Data Controller, Data Processor and Data Subject have the meanings set out in the Data Protection Legislation. References to Personal Data in this section comprises the Personal Data as defined by the Data Protection Legislation.

9.3.2 With respect to the parties' rights and obligations under this agreement, the parties agree that you are the Data Controller and we, as Montala are the Data Processor.

9.3.3 We shall comply at all times with the Data Protection Legislation.

9.3.4 Nothing within this agreement relieves the Data Processor of its own direct responsibilities and liabilities under the Data Protection Legislation.

9.3.5 We will act only on documented instructions from you as the customer in respect of any Personal Data processed.

9.3.6 At all times we will have appropriate technical and organisational measures in place against unauthorised or unlawful processing of Personal Data and against accidental or unlawful loss or destruction of, alteration or unauthorised disclosure of or access or damage to, Personal Data held or processed by us, appropriate to the harm that might result from such accidental, unauthorised or unlawful processing or loss, destruction or damage to Personal Data and the nature of the Personal Data.

9.3.7 We will ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services as well as the ability to restore the availability and access to Personal Data in a prompt manner in the event of a physical or technical incident as required under Data Protection Legislation.

9.3.8 We will not engage another processor without your prior written consent, and where another processor is engaged ("Sub-Processor") we shall:

9.3.8.1 ensure that the Sub-Processor complies with the obligations set out in this clause 8.3 and the Data Protection Legislation;

9.3.8.2 in the case of a general consent from you as the customer for use of Sub-Processors, inform you of any changes concerning the addition or replacement of Sub-Processors to which you have the right to object, and

9.3.8.3 remain liable for any act or omission of any Sub-Processor in respect of its obligations arising from its processing of the Personal Data.

9.3.9 We will assist you in complying with your obligations under Data Protection Legislation, including in relation to the security of Personal Data.

9.3.10 We undertake to assist you in responding to requests by Data Subjects to exercise their rights under Data Protection Legislation, including taking any action required to comply with such requests and will immediately notify you of any such requests received by us or any Sub-Processor without responding to such requests or enquiries unless expressly otherwise instructed by yourselves.

9.3.11 We will take all necessary steps to ensure the reliability of any of our staff who have access to Personal Data processed under this agreement and ensure that they are subject to appropriate obligations of confidentiality.

9.3.12 We will not transmit the Personal Data to a country or territory outside of the United Kingdom and European Economic Area without your prior written consent unless required to do so by Union or Member State law to which Montala is subject (in which case we shall immediately inform you of that legal requirement before carrying out such processing unless prohibited from doing so under applicable law).

9.3.13 We shall allow you to audit as and when necessary, in accordance with the Data Protection Legislation, the technical and organisational measures in place to ensure compliance with the Data Protection Legislation and to make available all information necessary to demonstrate such compliance.

9.3.14 We will inform you where, in our opinion, any instruction is likely to result in a breach of Data Protection Legislation.

9.3.15 If required we will delete or return all Personal Data in our possession or control to the extent technically feasible save as required by any applicable law.

9.3.16 We undertake to notify you as soon as possible (and in any event within 24 hours) if we become aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, and provide all information regarding such breach that you specifically request or which may reasonably be expected to be required or appropriate in order for you to comply with your legal obligations under the Data Protection Legislation.

9.4 Ownership of Data

We acknowledge and agree that you shall own all data provided or stored on your behalf on the server or backup mediums. We further acknowledge and agree to return on request all such data, including all copies thereof, to you upon termination or expiration of this agreement, charging only for the storage media and postage and packing.

10 Jurisdiction

These terms are governed by the law of England & Wales and the exclusive jurisdiction of the courts of England & Wales apply.