

G Cloud 14

Terms and conditions

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Agile Applications Limited

79 Macrae Road
Eden Office Park
Ham Green
Bristol BS20 0DD

0330 100 3675
info@agileapplications.co.uk
www.agileapplications.co.uk

VAT Registration No. 102 1665 62
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G Cloud 14 Terms and Conditions

These terms and conditions are entered into between Agile Applications Limited ("**We**" or "**Us**" or "**Our**") and the Customer ("**You**" or "**Your**")

Definitions

"Applicable Law": means the laws of England and Wales (and any EU regulations from time to time applicable whilst the United Kingdom remains a member of the European Union) or (ii) subsequently under the terms of the European Union (Withdrawal) Bill);

"Confidential Information": means information, however it is conveyed, that relates to the business, pricing, products, developments, Intellectual Property Rights, Customer Data, know-how, personnel and/or suppliers of either party and which is either marked as confidential or which ought reasonably to be considered confidential.

"Customer Data": means any data and information that You or Your users provide, generate, transfer or makes available to Us in any format, including Personal Data.

"Controller": has the meaning set out in the Data Protection Legislation.

"Data Protection Legislation": (a) any law, statute, directive or regulation (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 1998, as amended or replaced ("DPA") and EC Directive 95/46/EC (the "DP Directive") (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018) for as long as the same remain Applicable Law; and (b) any code of practice or guidance published by the Information Commissioner's Office from time to time.

"Data Subject" has the meaning set out in the Data Protection Legislation.

"Deemed Go Live Date" means the date that You commence live use of the SaaS or the date which is 2 months from the Effective Date, whichever is the sooner.

"Documentation": the user instructions, release notes or on-line help files in the form generally made available by Us, regarding the use of the applicable Software or Services, as updated by Us from time to time.

"Effective Date": means the date set out in your Call Off Contract .

"Fees" means the charges payable pursuant to the applicable Call off Contract for Software or Services or the then prevailing rates applicable to further Services at any time.

"GDPR": means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJL 119/1, 4.5.2016.

"Hosting Services": the hosting of Your licence to the Software by Us (or the hosting element of the SaaS provided by Us) via Our hosting providers from a server farm that is comprised of remote access servers in accordance with Schedule 1.

"Intellectual Property Rights": any and all intellectual property rights, including without limitation copyrights, patents, trade secrets, trademarks, database rights, source code, algorithms, user interfaces, screen designs and web marking recognised in any country or jurisdiction in the world including Ireland and the United Kingdom, now or hereafter existing, (and any applications for any of the foregoing). **"Licensed Usage"**: the limitation on the usage of the Software as designated by a term such as the number of users or transactions per annum.

"Licensed Materials": Software, training materials, and/or any deliverables provided as (or as part of) our Services.

"Personal Data": has the meaning set out in the Data Protection Legislation.

"Processor": has the meaning set out in the Data Protection Legislation.

"Professional Services": implementation, configuration, integration and deployment of the Software or SaaS, provision of development, training, project management and other consulting services.

"Releases": a new release of Software, if and when developed after the Effective Date of this Master Agreement, which We make generally available to Our customers as part of Our Support Services. Releases include bug fixes, patches, error corrections, modifications or updates to the Software that enhance existing performance. Releases exclude new products, modules or functionality which may be chargeable.

"Services": means any of (i) Professional Services; (ii) Support Services; (iii) Hosting Services; or (iv) SaaS

"Software": software product in machine readable object code (not source code) owned by Us, the Documentation for such product, and any Updates thereto that You procure from Us.

"SaaS": the provision of the Software as a service (which includes the provision of Hosting Services and Support Services) and which is accessed online by You and Your users.

"Sub-processor": any third party appointed to process Personal Data on Our behalf related to the Call Off Contract.

"Support Services" or **"Support"**: for supported Software, the technical assistance for the level of assistance selected by You, and provision of Releases if and when available. Support is provided subject to the terms of Our support policies (as may be amended by Us from time to time) in effect at the time the Support Services are provided.

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Ownership and Delivery

Agile SaaS is licensed to customers on a per user basis.

Users must be Your employees or individual contractors and all users require a licence to use the service. If Your affiliates or Outsourcers require access to use the Agile SaaS, You will need our written consent.

All users should be made aware of the terms and conditions of use. When We have consented to use of the Agile SaaS by a proposed outsourcer of Your choice, You acknowledge that the outsourced service provider is Your sub-processor and that We do not have any liability for the processing of Personal Data by them.

You acquire the right to use the Licensed Materials during the lifetime of the contract. Agile and its licensors retain sole and exclusive ownership of all rights, title and interest in the Licensed Materials. This includes deliverables (whether developed by Us, You or a third party) and work associated with the Licensed Material and in all copies and derivative works.

For the avoidance of doubt, where Intellectual Property Rights created in the course of the provision of Our Services are stand-alone (i.e. not created in the course of providing installation or deployment services relating to the Software where Intellectual Property Rights created vest entirely in Us), then the Intellectual Property Rights in these stand-alone deliverables will vest in Us subject always to Intellectual Property Rights in any pre-existing work carried out by You prior to commencement of Our Services being retained by You. Your Intellectual Property Rights in such pre-existing stand-alone deliverables are hereby licensed to Us on a worldwide, perpetual and transferable basis at no charge with the right to sell the same in conjunction with our own Intellectual Property Rights.

You may not:

- sell, resell, distribute, host, licence or sublicense the Licensed Materials either directly or through any affiliate, employee, consultant, contractor or other third party
- decompile, reverse engineer or otherwise attempt to derive source code, architecture or any other element of the Licensed Materials
- write or develop any derivative works based on the Licensed Materials
- Copy, modify or otherwise make any changes to the Licensed Materials or any element of these
- Use the Licensed Materials to provide processing services to third parties

- Disclose or publish performance, capacity or the results of benchmark tests performed on the Licensed Materials without our written consent
- Remove any identification such as copyright or trademark notices or disable any security functionality

Software Delivery

On receipt of your Call Off Order Form, to be countersigned by Us, we will provide access to the Agile SaaS. Acceptance of the SaaS is deemed to take place on the date that access to the SaaS is made available.

Subject to timely payment of the applicable Fees (which are payable annually in advance), We grant You a non-transferable licence to run and use the Software for normal business use within the UK, the Republic of Ireland and the Channel Islands. Use at a different location, including those operated by an authorised outsourced provider, requires Our prior written consent.

Use of the Software is expressly limited to the maximum number of Licensed Users. You can increase License Usage and the associated Support Services during the term by sending Us a variation to the Call Off Contract Order Form. Additional Licences and Support Services will be pro-rated to coincide with the remainder of the current SaaS term.

SaaS Term

Support and payment obligations for SaaS Fees start on the Deemed Go Live Date and continue until the expiry of the initial term of the Call Off Order Contract or any extension of this unless either party gives at least 30 days' written notice of its intention to terminate the SaaS.

If You terminate use of the SaaS, Your licence to any Software will terminate automatically. We will provide you with any Customer Data prior to termination in an agreed format. Data provided to You in .csv format will be charged at £5,000. If You request data to be supplied in any other format, this will be by negotiation and We will charge Fees at our SFIA published rates for this service.

Interfaces

If We develop and provide any interface from Our Software to the products or services of a third party, these are not part of the Software. We make no warranties or representations of any kind with respect to these products and services. You assume all risk of loss arising from the use of these products and services.

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Third-party software

Where a third-party product is supplied by Us as part of an Agile solution, We make no warranties or representations of any kind with respect to these products. You will comply with the third-party licences as notified to you and shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of, or in connection with, Your breach of the terms of any such third-party licences.

Unless We advise you otherwise, You are responsible for ensuring that any Microsoft or other necessary third-party software has been procured and payment made before project commencement and for compliance with Microsoft or other third-party software licensing conditions during the Support Term and/or SaaS Term.

Please note the Licensed Materials are delivered with limited Open Source Software. This Open Source Software is licensed under the terms of the licence that accompanies such Open Source Software or via the GNU GPL licence. Nothing in this Master Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for any Open Source Software delivered with the Licensed Materials. Except for "Limitation of Liability", none of the terms of this Master Agreement apply to such Open Source Software Code.

Compatibility and Tracking. Agile will use reasonable endeavours to ensure ongoing compatibility with Android and iOS mobile device operating systems but this cannot be guaranteed. You acknowledge that there are often features within mobile devices themselves that may allow device and or browser vendors to track the device user, which is not within Your or Our control.

Payment

Unless stated otherwise, Fees do not include VAT or similar taxes. Payment of all invoices is due 30 calendar days after the invoice date. In the event of late payment, We reserve the right to charge (after notice to You) interest from the due date at the statutory interest rate on the outstanding balance until payment is received in full. We will be under no obligation to supply Software or Services while any invoice remains unpaid 30 calendar days after the due date until all outstanding sums due to Us have been paid up to date.

Invoicing

All Fees due for Services are invoiced at the end of the month in which the Services are delivered. All Fees for

training provided by the Supplier are invoiced 30 calendar days in advance of training delivery and are payable within 15 calendar days of invoice. All Fees for SaaS are invoiced annually in advance as from the Deemed Go Live Date, irrespective of the current status of any Customer Data. Customer Data to be loaded and delivered via the SaaS should be made available to Our operations team in the format specified on the Effective Date.

Audit

Subject to giving You reasonable prior notice, We may conduct an audit, at our expense, during any working day without substantial interference to Your daily operations. We will establish the name and password of each user. If an audit shows that a password has been provided to an individual who is not an authorized user, this password will be promptly disabled by You. If the audit highlights underpayments, then these will be payable by You. If any underpayments exceed 5% of the annual value of the total Fees payable to Us, You will reimburse Us for the reasonable costs of the audit.

Licensed Usage

All Fees are based on the Licensed Usage set out in the Call Off Contract Order Form. If You do not use the entire Licensed Usage, there are no refunds. If You use more than the Licensed Usage, additional Fees will be charged.

Support Services

Scope

Subject to Your payment of applicable Fees, we will provide the Support Services during the term as set out in our Software Service and Hosting Service Level agreements. Under the Support Services, You are entitled to receive maintenance Releases of our Software free of charge whilst You are paying SaaS Fees. Maintenance releases are provided if and when available generally to improve functionality of the system (as bug fixes), to comply with legislative changes and following user requests where We consider that these would enhance the Software. We are under no obligation to develop any future programs or functionality or issue any major redesigns or new modules of the Software.

We are entitled to increase the Support element of the SaaS Fee by giving at least 30 days' prior written notice to You.

Exclusions

We are under no obligation to provide Support Services for (i) Software that has been altered for modified by anyone other than Us or Our Licensors (ii) a Release/Version for which Support Services have been discontinued unless expressly agreed in writing (iii) Software used other than

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in accordance with the Documentation (iv) discrepancies that do not significantly impair or affect the operation of the Software (v) any systems or programs not supplied by Us.

Support term

Support and payment obligations start on the Effective Date and continue until the expiry of the term in the Contract Call Off Order Form (the Initial Term) and any associated extension (the Renewal Term) unless either party gives written notice of its intention to terminate the Support Services at least 90 days prior to the end of the Initial Term or the then current Renewal Term.

Your responsibilities - Support

You undertake to ensure that all appropriate users receive initial training sufficient to enable You to effectively use the Software. Failure to do so could result in additional fees, at Our discretion, if Support Service requests are deemed excessive as a result of insufficient training. You are responsible for providing Us access under security arrangements agreed between the parties. We alone shall decide whether access is sufficient for Support Services purposes. The Support Services shall be conditional on You having (i) provided such information and assistance as may be reasonably be expected in respect of any malfunction in the Software (ii) incorporated all Releases issued by Us (iii) not otherwise changed the Software and (iv) arranged for appropriate training in the Software for Your users.

Term

The Term will be as defined in the Call Off Contract Order Form including any permitted extensions.

Cancellation at short notice

Professional services will be required from Us for installation and deployment of the SaaS. Such Services are subject to cancellation charges if We have agreed specific dates for delivery of Professional Services with You and You cancel or defer the arrangements for any reason or the Professional Services cannot for any reason be provided by Us due to Your actions or failure to act (including, but no limited to, failing to meet the pre-requisites we specify).

If You provide at least 10 Working Days' written notice of such unavailability or delay to the Professional Services Work Package schedule, then a single re-booking fee of £600 plus VAT will be charged by Us, at our discretion, provided that the re-booking of dates is completed within a further 10 Working Days.* If You provide less than 10 Working Days' written notice of such unavailability or delay to the Work Package schedule then (i) a further re-booking fee of £600 plus VAT will be

charged by Us provided that the re-booking of dates is completed with a further 10 Working Days* and (ii) We will, at our discretion, charge You the full amount due for the Work Package (irrespective of the time already completed/due to be completed). We will also charge You at our SFIA published rates for any additional days required for the teams to re-mobilise and re-familiarise themselves with the project.

** If the re-booking of dates is not completed within 10 Working Days, a further re-booking fee of £600 plus VAT will be charged by Us*

Data Protection and GDPR

Data Protection terms and GDPR are covered by the G Cloud Framework Contract and associated Call-Off Contract.

In relation to these clauses and the GDPR, You as the Controller are responsible and liable for ensuring that Data Subjects have given the appropriate consent to the processing of any Personal Data by Us as the Processor and any claims or complaints resulting from Our actions to the extent that such actions directly result from instructions received from You.

In placing a Call-off Contract for Agile SaaS, You are deemed to have consented to the current Sub-processor, Microsoft Ireland Operations Limited, South County Business Park, Leopardstown, Dublin 18 who provides the Hosting Services for the SaaS, provisioned by Grey Matter Limited, whose registered office is 2 Prigg Meadow, Ashburton, Newton Abbot, Devon, TQ13 7DF (Company registration number: 01671407).

We reserve the right to vary the Agile SaaS at any time provided such variation would make no material difference to the nature or extent of the Agile SaaS provided or Your ability to use the Agile SaaS.

Notice and Takedown

We will process Personal Data as defined by You in Schedule 7 of the Call Off Contract.

With the aim of avoiding any liability to third parties or limiting the consequences of a liability towards third parties, We shall at all times be entitled to take measures to minimize liability. We cannot be required to form an opinion on the validity of the claim of third parties or of the Customer's defence, or to become involved in any way in a dispute between You and third parties. You shall be obliged to remove Customer Data immediately on the first written request of Agile. If You fail to do so, We shall be entitled to remove the Customer Data or prevent access to Customer Data at our own discretion. which Support Services have been discontinued unless expressly agreed in writing (iii) Software used other than

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Use of Personal Data for Legitimate Business Purposes

For our legitimate business purposes, we may record and retain the following information about You and Your users:

- Your name and job title
- Your contact details including Your email address

We use this information for

- Administration of our Contract with You
- Delivery of Support Services to Your users
- Limited marketing communications including limited market research by email or phone

This information is deleted at the end of the Contract. Where requested, individual details can be deleted on an ad hoc basis on departure of Your staff member.

Indemnity

Agile

We will defend or settle, at Our option and expense, any action, suit or proceeding brought against You that our Software infringes a third party's patent or copyright, in the United Kingdom and Ireland, Channel Islands, Isle of Man and all territories in the EU ("Claim"). We will indemnify You against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim provided that You (i) promptly give us written notice of the Claim (ii) give Us sole control of the defence and settlement of the Claim (iii) provide us, at Our expense, with all available information and assistance relating to the Claim and co-operate with Us and our counsel (iv) do not compromise or settle such Claim and (v) are not in material breach of any agreement with Us. We have no obligation to the extent that any Claim results from (i) You or Your users having modified Our Software, procured a modification from an unauthorized source or used a release, other than a current unaltered release, of our Software if such an infringement would have been avoided by the use of a current unaltered release of our Software or (ii) the combination, operation or use of Our Software with software or data not provided by Us. If it is adjudicated that an infringement of Our Software by itself and used in accordance with our Terms and Conditions infringes any copyright or patent in the United Kingdom and Ireland, Channel Islands, Isle of Man and all territories in the EU, We shall, at Our Option, (i) procure for You the right to continue using Our Software or (ii) replace or modify the same so that it becomes non-infringing or (iii) either party shall be entitled to terminate the Contract upon written notice to the other.

Customer

You will defend us against any claim, demand, suit or proceeding made against Us, Our employees, consultants, contractors and other suppliers (collectively "Indemnified Party") (A) by Your users or (B) by a third party arising out of or related to (i) the Customer Data (ii) Your or Your users' use of the Licensed Materials in violation of our Terms, or infringing or misappropriating the rights of a third party or violating applicable law, (iii) You or Your users' use or misuse of the Licensed Materials or the Customer Data (including, without limitation, accessing, providing access, using or distributing the Customer Data (iv) information transmitted by You or Your users using any of the Services or (v) breach by You or Your users of applicable laws, including, without limitation, any privacy or security rules, and shall indemnify each Indemnified Party for any damages finally awarded against, and for all reasonable legal fees incurred by, the Indemnified Party in connection with any such claim or those costs and damages agreed in a monetary settlement of such action; provided that the Indemnified Party (a) promptly gives You written notice of the claim (b) gives You sole control of the defence and settlement of the claim (provided that You may not settle or defend any Claim unless it unconditionally releases the indemnified party of all liability), and (b) provides You all reasonable assistance at Your cost. **This clause states Your entire obligation to Us and Our sole and exclusive remedy for any claim of infringement.**

Limitation of liability

Limitation of liability is covered by the G Cloud Framework Contract and associated Call-Off Contract. In addition:

You acknowledge that the Licensed Materials have not been prepared to meet Your individual requirements and that it is therefore Your responsibility to ensure that the facilities and functions meet your requirements. You assume all responsibility for the selection of the Software, other products and Services provided to achieve your intended results.

We will use reasonable endeavours to ensure that the Services are supplied promptly in accordance with any dates agreed with You having regard to the availability of personnel, but any delivery dates or time quoted for delivery, commencement or completion of any part of the Services or deliverables will be estimates only and time will not be of the essence.

Your responsibilities

You will be responsible for (i) procuring and maintaining client-side equipment, software and services required to run the Software, including network connectivity and for ensuring appropriately limited and secured VPN access for any element of the software requiring permanent connection (ii) Your users' compliance with our Terms and Conditions (iii) the accuracy, quality, reliability, suitability and legality of Customer Data and the means by which You acquire Customer Data (iv) using the Software only in accordance with the Framework Agreement and Call Off, the Documentation, these Terms and Conditions and Applicable Law (v) providing accurate and complete information required to facilitate the provision of the Services or as reasonably requested by the Supplier from time to time, including, but not limited to, Customer Data and security access information (v) taking all steps, in accordance with good industry practice, to prevent the introduction, creation or propagation of any disruptive elements (including any viruses, worms and/or trojans, spyware or other malware) into systems, data, software and other Confidential Information owned by or under the control of or used by You (vii) for the Term, ensuring that Your employees are adequately trained in the correct use of the Software. We will have no responsibility or liability arising in whole or in part from Your failure to comply with Your obligations or delay to provide any resources or perform any responsibilities.

Hosting Service Level Agreement

1. Hosting Service SaaS - Set-up

- 1.1 The set-up of the Hosting Service/SaaS includes the design, installation, configuration and testing of the Hosting Service/SaaS, as well as the Hosting / SaaS facility.
- 1.2 Agile Applications will procure, install and configure the Hosting SaaS infrastructure equipment from its Hosting Service provider to provide access to the SaaS. This includes loading of initial Customer Data.

2. Availability of Hosting Service/SaaS

- 2.1 The Supplier will use its reasonable endeavours to ensure that the Hosting Service/SaaS are provided to the Customer on a constant, uninterrupted basis throughout the Term except for
 - (a) planned maintenance carried out during the maintenance window of midnight to 6am UK time; and
 - (b) unscheduled maintenance performed outside the Working Day, provided that the Supplier has used reasonable endeavours to give the Customer at least 24 hours' notice in advance.
- 2.2 Notwithstanding Clause 2.1, the Supplier shall not be liable for Hosting Service/SaaS downtime or interruptions to the provision of the Hosting Service/SaaS where such downtime or interruptions last no more than 48 hours.
- 2.3 Where the provision of the Hosting Service/SaaS is interrupted through the fault of any third party, other than the Hosting Provider, the Supplier shall bear no responsibility or liability. The Customer acknowledges that the Hosting Service/SaaS may be subject to limitations, delays and other problems inherent in the transfer of data over communications networks and facilities including the internet.
- 2.4 The Customer acknowledges that the Supplier's boundary of responsibility for interfaces a) initiated by the Supplier to a third-party application ends where a message leaves the Supplier's architecture or where a file is created in an "agreed location" being the underlying file system in that agreed location with prior, agreed operating system permissions; and b) initiated by third party applications, starts where a message enters the Supplier's architecture or where a file is created in an "agreed location".
- 2.5 The Customer acknowledges that whilst the Supplier will at all times endeavour to deliver the Hosting Service/SaaS in accordance with the Hosting Service Level Agreement, changes made by the Hosting Service Provider and or Third-Party Software providers are outside the Supplier's

direct control. In the event of an incompatibility, the Customer agrees that the Supplier will not be in breach of the Hosting Service Level Agreement or any other obligations under this Master Agreement that would not have occurred but for the use of such Hosting Service Provider or Third-Party Software products.

- 2.6 The Customer acknowledges that the Supplier's employees or agents have no authority to make any representations concerning Microsoft software products and online cloud services (SaaS) which are subject to Microsoft SLAs and terms.

- 2.7 The Hosting Service/SaaS includes internet connectivity, load distribution management, security services, monitoring, back-up, release management and change control, and administration services.

- 2.8 The Hosting Service Provider has extensive measures in place to protect the Azure cloud environment – data centres are compliant with ISO27001 standards. During core operating hours (Monday to Friday 9.00am to 5.30pm – Local Authority access), Agile Applications monitors the computing, operating and networking infrastructure to detect and correct abnormalities. This includes network monitoring, load-balancing services to distribute load and redundancy across application servers, server and database monitoring, firewall monitoring and intrusion detection. The Hosting Service is monitored throughout the day via a secure Management Dashboard that gives the Supplier's infrastructure team up to date insight on performance, alerts on upcoming maintenance and advisories on any potential network disruption.

3. Hosted/SaaS back up

Unless otherwise stipulated in an Order Form, the Supplier will perform scheduled back-ups on a daily basis. and keep the same for a period of 7 calendar days. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Agile to use reasonable commercial endeavours to restore the lost or damaged data from the latest back-up of such Customer Data maintained in accordance with this Clause 3. Agile shall not be responsible for any loss, destruction, alteration or disclosure of the Customer Data caused by the Customer or any third party (except those third parties sub-contracted by Agile to perform any services related to Customer Data).

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Support Service Level Agreement

It is Agile Applications' objective and goal to return the Customer's call and fix problems within the guidelines which follow.

The Service Levels herein apply only to the functionality of Licensed Software developed by Agile Applications. Agile Applications shall use reasonable endeavours to resolve issues quickly with the respective software author(s) of systems that are linked or associated with the Agile Applications software.

The Standard Help Desk Service is available 24 x 7 for fault reporting. The Help Desk is open 9.00am to 5.30pm Monday to Friday (excluding public holidays).

When should users contact the Help Desk?

Users should contact the Web Support/Help Desk when

1. A fault in the software has been identified
2. Users need to log a request for more information about the use of Agile Applications licensed software

Logging a Call

The Web Help Desk

The Web Help Desk is the first port of call, providing facilities to enable users to track support calls in real time to see the state of play and communicate with us online.

Users can log issues outside of the normal support hours as the Help Desk is accessible online 24/7.

The Process

- Customers will be provided with a unique username and password to enable nominated users to log onto the help desk – up to three nominated individuals may have access using this user name and password
- Customers need to provide an email address to which help desk notifications may be sent. This email address should be a group address which is directed to the customer's nominated individuals who are authorised to log calls.
- It is important for customers to establish an internal escalation process so that issues are reported by users to the Systems Administrator (and / or the nominated equivalents) for logging on the Help Desk

When logging a call, users need to provide as many details available about the problem as possible, such as:

1. How many users are affected?
2. Is it affecting all areas and all reports?
3. If specific areas or reports, which ones?
4. Has this occurred before?
5. And most importantly the details of how to replicate the issue. Any error messages occurring should be included in the logged call with screenshots wherever possible.

Initial Response

On logging a call, users will receive a confirmation e-mail from the Agile Applications help desk. This will advise the unique Agile Applications call reference number relating to the issue. The call will also be allocated a level of priority based on the following criteria:

Priority 1 – System Down

This category covers situations where the whole or a major part of the Agile live system is down, causing a critical business impact.

- Agile will get back to the user within one working hour of the fault being reported and make reasonable endeavours to fix the fault immediately
- If the fault is not fixed within eight hours, then we will make reasonable endeavours to come to the customer's site on the next working day at our own expense if this level of support is deemed necessary. Our Customer Services Director will be made aware that a Priority 1 fault has been outstanding for 8 hours.
- If the fault is not fixed within twenty-four elapsed hours, then our Executive Chairman will be informed.

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Priority 2 – Urgent - Significant Business Impact

This category covers situations where important features are unavailable.

- Agile will make reasonable endeavours to resolve the issue within 3 working days. If this is not possible and where an acceptable workaround is available, we will keep the call open but it will drop to a Priority 3.
- Agile will get back to the user within four working hours
- Agile will make reasonable endeavours to remedy the problem within the next Maintenance Release. The timing of this release will vary and is determined by the numbers of customers reporting a common error.

Please note that a training session may need to be organised to provide best advice or where a site has logged multiple priority 4 issues. In this case, the arranged training session supersedes the five working days Service Level, and there would be a cost attached to this.

Priority 3 - Routine - Some Business Impact (Standard Priority)

This category covers This category covers situations where important system features are unavailable and Agile can offer a workaround OR less significant features are unavailable and Agile do not have a reasonable workaround.

- We will get back to the user within eight working hours
- If a fault is identified, then we will make reasonable endeavours to fix within the next Maintenance Release
- If the query relates to features and functionality, then we will make reasonable endeavours to provide an answer within three working days

Priority 4 - Minimal Business Impact

This category covers situations where users want to request some information or ask for clarification of documentation.

- Agile will get back to the user within two working days
- If the call actually highlights a fault, then we will make reasonable endeavours to provide a fix within a future Maintenance Release
- In all other cases, we will endeavour to answer the enquiry within five working days