

Made Tech Housing

Terms & Conditions

Services

Made Tech shall, during the Subscription Term, provide the Services and make available any Documentation to the Customer subject to the terms of this agreement.

Made Tech shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- planned maintenance that requires downtime, which shall be carried out during a communicated maintenance window outside of Normal Business Hours; and
- unscheduled maintenance, provided that Made Tech has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

Implementation

Made Tech will provide Implementation Services that configure the Software for use by the Customer. These services typically occur at the start of the Contract to support successful adoption of the Software. Implementation Services may also be required when new features are introduced that involve materially different configuration or require additional integration points.

The scope of Implementation Services will be defined jointly by Made Tech and the Customer. Delivery will begin only once scope, responsibilities, timelines and pricing have been agreed in writing.

Integration

Made Tech will provide Integration Services where the Customer requires the Software to exchange data with external systems.

Integration Services cover activities such as establishing API connections, configuring data exchange, mapping data fields, testing data flows and validating end to end performance.

The scope of Integration Services will be agreed with the Customer in advance, including any assumptions or Customer responsibilities such as access to test environments, API documentation or technical support from third party suppliers. Delivery will begin only once scope, responsibilities, timelines and pricing have been agreed in writing.

Bespoke development

Made Tech will provide Bespoke Development Services where the Customer requires capabilities that are not included in the standard Software and cannot be delivered solely through existing configuration.

Bespoke Development Services may include the creation of new features, enhancements, custom interfaces, reports, workflows or integrations that fall outside the standard product roadmap. Made Tech will assess whether a request constitutes Bespoke Development and will inform the Customer before work begins.

All Bespoke Development Services will be separately scoped. Made Tech will provide the Customer with a written proposal that includes the functional description, acceptance criteria, delivery approach, estimated timelines and pricing. Delivery will proceed only once both parties have agreed the proposal in writing.

Customer support

Made Tech will, as part of the Services and at no additional cost to the Customer, provide the Customer with Made Tech's standard Support during Normal Business Hours (Mon-Fri between 9am-5:30pm)

Support means the provision of assistance by Made Tech to the Customer for the purpose of resolving incidents and issues relating to the use of the Software. Support includes incident triage, diagnosis, resolution or workaround, and communication with the Customer throughout the lifecycle of a support request.

Product updates

Updates and new releases to the Software which are generally made available to our customers will be made available to the Customer under this agreement

during the Term at no additional cost (unless additional implementation, testing and rollout support is required by the Customer)

Made Tech may make changes to the Software from at any time, including by changing or discontinuing features. The Customer acknowledges that patches, bug fixes and minor upgrades may be installed centrally by Made Tech without notice to the Customer. Made Tech will notify the Customer of any material change or discontinuation of any or part of the Services.

Made Tech Platform and Infrastructure

The Services will be made available via the Made Tech Housing SaaS Platform consisting of:

- the infrastructure required to host the Services
- infrastructure monitoring, support and maintenance
- a dedicated datastore for each customer, for data separation and privacy
- a comprehensive vulnerability detection and mitigation regime, including automated patching of vulnerable dependencies
- a comprehensive anti-virus regime, including real-time scanning

Data location

Unless otherwise agreed, Made Tech undertakes to ensure that the storage of any Customer Data is restricted to the United Kingdom, the Republic of Ireland or any other member country of the European Union.

Made Tech will not transfer Customer Data outside of the United Kingdom, the Republic of Ireland or any other member country of the European Union, without first notifying the Customer, unless required to comply with applicable law or upon request from a relevant government regulator with authority to require such transfer.

Term and termination

This agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

- either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- Made Tech notifies the Customer of termination, in writing, on 30 days notice for whatever reason; or
- otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

Service Level Agreement

We design our products to be reliable, intuitive and a pleasure to use and have created an SLA that we feel meets the needs of our customers for the service we provide. We have a comprehensive and robust set of incident management procedures to catch emerging issues before they impact customers.

We would be happy to discuss arranging support outside of our standard SLA.

Incident response and management

Our team of dedicated support engineers are available Mon-Fri 9-5.30pm to respond to emerging issues via our comprehensive automated monitoring and alerting system. Incident response follows a set of well-defined processes and procedures designed to mitigate issues as quickly as possible.

1. Issue detection
 - The emerging issue is detected by our automated monitoring tools
 - Our on-call staff are immediately notified of the issue
2. Immediate response
 - On-call staff respond within a maximum of 30 minutes
 - The issue is triaged and, if relevant, pre-prepared runbooks are implemented to immediately mitigate the issue

- Open a dedicated communication channel for the incident
- 3. Ongoing incident resolution
 - Service messages updated and, if necessary, direct communication to impacted customers
 - Subject Matter Experts are mobilised to develop and deploy an immediate solution should suitable runbooks not be available
- 4. Long term resolution
 - Perform root cause analysis and Implement suitable solution
 - Resolve underlying problem
 - Update runbooks and playbooks
- 5. Lessons learned
 - Hold incident retrospective
 - Document findings
 - Implement necessary process or technical changes

SaaS customer support process

Should you experience any issues or have any queries they may be reported by email to support@madetech.com.

Priority definitions, target response and resolution times

The following table provides definitions for the standard priority levels that we assign to support cases along with their associated target response and resolution time.

Priority	Definition	Target response time	Target resolution time
1 - Critical	The system is unavailable for critical business activities	30 minutes	4 hours
2 - Major	A part of the system is unavailable for critical business activities.	1 hour	3 business days
3 - Minor	A part of the system is unavailable or is not operating	1 business day	5 business days

Priority	Definition	Target response time	Target resolution time
	correctly with minimal impact to business activities.		

Target Response Time

This is the time within support hours on normal business days (Mon-Fri between 9am-5:30pm) that you can expect to receive acknowledgment of the issue from our customer support team.

For the vast majority of critical or major issues we would expect our around the clock automated monitoring and alerting systems to have detected the anomaly before our customers are aware.

Target Resolution Time

This is the time within which Made Tech aims to deliver a technical fix, data fix, workaround or other suitable resolution from our customer support team.

We will use all reasonable efforts to comply with the stated target resolution times but are not liable should specified targets not be met.

The target resolution times do not include the time elapsed between clarifying information requests from Made Tech's customer support team and the supply of requested information by customers.

Buyer Responsibilities

The Buyer is responsible for ensuring access to back office systems required for initial integration purposes and the continued smooth running of the service.

The Buyer shall appoint a dedicated member of staff able to make decisions on behalf of the Buyer and oversee the implementation of Made Tech Repairs.

Style sheets and guidelines for the creation of the branded Repairs website will be provided by the Buyer, and any content wording for customisable elements of the website where applicable.

Proprietary Rights

The Buyer acknowledges and agrees that Made Tech and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Buyer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

Made Tech retains all Intellectual Property Rights in modifications to the Services, regardless of whether those modifications are made on the suggestion of the Customer, or if the Customer paid fees for those modifications.

Data Processing

Prior to the execution of this agreement, the Parties shall review Processing Personal Data of the GCloud Agreement and if these contents do not adequately cover the Processor / Controller arrangements covered by this Statement of Work, the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
-------------	---------

Identity of
Controller and
Processor for
each Category of
Personal Data

The Buyer is Controller and the Supplier is Processor
The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:

- Address; telephone number; email address

The Parties are Independent Controllers of Personal Data
The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:

- Business contact details of Supplier Personnel for which the Supplier is the Controller,
- Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller.

Payment Terms

The payment method for this Call-Off Contract is Payment by BACS.

Invoices will be submitted annually - Year one invoiced upon project kick-off and subsequently upon each recurring anniversary.

Invoices will be due for payment within thirty (30) days of issue. Purchase Orders will need to be sent to finance@madetech.com