

**Aspyre Licencing, Software Support,  
& Data Hosting Agreement**

**(Terms and Conditions for G-Cloud 15)**

between

**Mosaïque Limited**

and

**XXX**

Issue Date:

THIS CONTRACT is made the **XX.XX.XX**

Mosaique Contract Number: ASP/SSLA/**XXX**

Between: **Mosaique Limited** a company incorporated in England and Wales (No. 05597749) whose registered office is at Central Boulevard, Blythe Valley Park, Shirley, Solihull, West Midlands B90 8AG

(hereinafter called "**Mosaique**")

And: **XXX**

(hereinafter called "**the Client**")

**Whereas:**

- A.** **Mosaique** has a system known as, **Aspyre** ("the System"), and described in **Schedule 5**
- B.** The Client wishes to receive Services (as hereinafter defined) to enable it to maintain the System in proper functional order – see Schedule 1.

**Therefore, the following has been agreed.**

- 1** Mosaique shall provide the services specified in **Schedule 1** attached hereto entitled "**Statement of Licencing, Software Support and Data Hosting Services**" ("the Services"). The Services will be performed as specified in **Addendum 1** attached hereto entitled "**Service Level Agreement – Standard Support**".
- 2** Mosaique will invoice and the Client shall pay to Mosaique the sums specified in **Schedule 2** attached hereto entitled "**Statement of Price**" ("the Price") and all other sums payable hereunder within 30 days of invoice date.
- 3** The Services, the Price and the Client Obligations (as hereinafter defined) are subject to the terms and conditions specified in **Schedule 3** attached hereto entitled "**General Terms and Conditions for the Services**".
- 4** The Client shall perform its obligations under this Contract ("**the Client Obligations**"). Client Obligations in addition to those appearing elsewhere in this Contract are specified in **Schedule 4** attached hereto entitled "**Statement of Additional Client Obligations**".

**Commencement Date:** **XX.XX.XX**

EXECUTED IN TWO ORIGINALS

**BY**

**AND BY** \_\_\_\_\_

**TITLE**

**TITLE** \_\_\_\_\_

**DATE**

**DATE** \_\_\_\_\_

**SIGNED**

**SIGNED** \_\_\_\_\_

FOR AND ON BEHALF OF MOSAIQUE

FOR AND ON BEHALF OF THE CLIENT

\_\_\_\_\_

## **SCHEDULE 1**

### **Statement of Licencing, Software Support and Data Hosting Services**

#### **1. System Support**

Mosaique shall provide the following Services for the System:

- a on behalf of and under the direction of the Client, individuals from time to time for the investigation and correction of errors which cause the Client's System to deviate from the relevant current functional criteria.

#### **2. Bespoke Development Services**

Any agreed Bespoke Development activity can be undertaken from time to time by Mosaique at the request of the Client during the term of this Agreement and this will be subject to a separate Agreement and associated fee.

Please refer to Addendum 1 – Bespoke Development Services Rate Card.

#### **3. Exclusions**

The Services do not include the following:

- a save as may be specifically agreed in writing by Mosaique to the contrary, the provision of any new modifications to the System except as necessary to fulfil Mosaique's obligations at clause 1 Schedule 1;
- b the correction of errors or loss of functionality due to or arising from any modifications, enhancements or additions made to the System by the Client or any third party except where such modifications have been notified to Mosaique and Mosaique has specifically agreed in writing to include such modifications within the scope of the Support Services; and
- c the correction of errors due to or arising from accident, misuse, fault or negligence of the Client, its employees, agents, contractors or visitors, operator error or by causes external to the System or otherwise beyond Mosaique's reasonable control.
- d external organisations using the System in isolation to the Client. Access to the System may be given to external users to facilitate collaborative working on programmes and projects being run by the Client. External organisations can be added to the System, if they want to work in isolation, but this will be subject to a separate Agreement and associated fee.

The time spent by Mosaique staff in investigating and fixing errors and loss of functionality, from causes described in clauses 3 b and 3 c) Schedule 1 and not agreed in advance by Mosaique shall be charged to the Client on a time and materials basis at Mosaique's then current rates.

#### **4. Standard of Service**

The Support Services shall be provided as follows,

- a Mosaique will make resources available to the Client in order to provide assistance by email. The Support Service shall be available between 0900 and 1730 (the Standard Day), Monday to Friday (excluding statutory holidays). If the Client requests support in an emergency, outside of these hours Mosaique shall use reasonable efforts to render support as quickly as possible at any time.
- b The Aspyre support contract entitles the Client to **XXX** Incident Calls per annum (an incident call is classed as a successful resolution of an enquiry or problem) per annum and all software support releases of Aspyre during the period of the contract. A statement of incident calls can be issued to the Client on a quarterly basis if required. If the maximum number of calls is exceeded, then any additional incident calls will be charged at £50 per incident.

- d The definition of an incident is as follows: An action of a Client to contact Aspyre Support in order to obtain knowledge, resolve doubt, or solve a problem. Each incident will count as one of your support calls. This is an industry standard for software applications.

## **5. Term**

This is a 12-month Contract commencing from **XX.XX.XX** unless extended in accordance with clause 8 of Schedule 3.

## SCHEDULE 2

### Statement of Price

#### 1. Standard Support Prices

- 1.1 With respect to the Services detailed in Schedule 1 the Statement of Licencing, Software Support and Data Hosting Services, Mosaique will invoice the fees annually in advance, and the Client agrees to pay within 30 days of the invoice date.

Save for any variations to the Software or the Support Services provided, Mosaique shall not vary the price during the term of this contract after which the price may be increased in line with the Retail Price Index (RPI) at that time. If an increase is to be applied, Mosaique will notify the Client of this 30 days prior. The exception will be for any variations to the Software, Support Services or other External Costs outside the control of Mosaique Limited.

#### 2. Cost of Service

- 2.1 The full cost of licences, software support, maintenance, upgrades to existing functionality and data hosting of the Aspyre application payable to Mosaique is £XXX for the 12 months from XX.XX.XX to XX.XX.XX.

The on-going costs from XX.XX.XX will be £XXX per annum.

## **SCHEDULE 3**

### **General Terms and Conditions for the Services**

#### **1 Price**

- 1.1 The prices for the services and all other sums payable hereunder are exclusive of Value Added Tax and all other taxes or duties which may be levied or based upon the Price or such sums or upon the Services, or any part thereof. Value Added Tax and all such taxes or duties (with the exception of any tax levied or based upon the income of Mosaique) shall be paid by the Client as additional charges hereunder.

#### **2 Payment – Initial & Ongoing**

- 2.1 Invoices shall be submitted by Mosaique in accordance with the payment terms specified in the Statement of Price. Payment of each invoice shall be made by the Client within thirty days of the invoice date.
- 2.2 If the Client fails to pay any undisputed sum due under this Contract, interest shall be charged thereon from the date of issue of the applicable invoice until the date payment be made at the rate of three per cent per annum over the Base Rate of Lloyds Bank plc in force from time to time.
- 2.3 If the Client fails to pay any sum due under this Contract, Mosaique may, without prejudice to any other remedy, after giving the Client seven days' notice of its intention to do so, withdraw the provision of the Services or any part thereof until the payment be made.
- 2.4 Within 3 months of the annual renewal date of this Contract, Mosaique will send the Client a quotation for the cost of renewing the Contract. If the Client fails to send Mosaique a Purchase Order to cover the renewal costs by the renewal date, Mosaique may, without prejudice to any other remedy, after giving the Client seven days' notice of its intention to do so, withdraw the provision of the Services or any part thereof until a Purchase Order is received.

#### **3 Staff**

- 3.1 Each party agrees that when its staff are present on the premises of the other party they shall comply with such rules and regulations as are notified to them for the conduct of staff on those premises.
- 3.2 Resources provided under this agreement from time to time engaged in the Services for the Client shall once allocated to the Client in response to a support request and whilst working on that request, be under the direction of and working on behalf of the Client. At all other times Mosaique staff shall work under the direction of Mosaique.
- 3.3 Each party agrees that during a period from the commencement of the Services to twelve months after the termination of this Contract it shall not employ or engage on any other basis or offer such employment or engagement to any of the other party's staff who have been associated with the provision of the Services without the other party's prior agreement in writing.
- 3.4 Each party agrees that if it employs or engages any person contrary to Sub-Clause 3.3 the party in default shall be liable to pay to the other party liquidated damages in an amount equal to such person's salary per annum at the time of leaving the employment of the other party.

#### **4 Changes to the Services**

- 4.1 Either party may request at any time during this Contract that some change be made to the Services. Each party shall have the right to reject any such change requested by the other party but shall not exercise such right unreasonably. Change requests shall be made in writing.
- 4.2 When the parties agree to implement a change requested to the Services, the details of such change shall be specified and confirmed in writing by the parties and attached as an addendum to this agreement. Mosaique shall not be obliged to implement such change until such time as it shall have been so confirmed and any revision to the Price and any timetable of work and/or delivery dates shall have been agreed in writing.

## **5 Client Obligations**

- 5.1 The successful and timely performance by Mosaique of the Services is dependent upon the Client's prompt performance of the Client Obligations which include among others those described in this Clause 5.
- 5.2 The Client agrees to make available to Mosaique an authorised representative who shall:
- a be authorised to make binding decisions for the Client with regard to this Contract, including any change to the Services or other variation hereto;
  - b provide Mosaique with necessary information concerning the Client's operations and activities which may be required by Mosaique for the performance of the Services.

## **6 Property Rights**

- 6.1 To the extent that the Services are provided with respect to software originally provided by Mosaique the title and all intellectual property rights in any document, material, idea, data or other information constituting an original item developed and supplied as part of the Support Services shall be vested in Mosaique.
- 6.2 Subject to Sub-Clause 7.1 of this Schedule, to the extent that any document, material, idea, data or other information constitutes an original item developed by a third party and supplied as part of the Services, title thereto and all intellectual property rights therein shall be vested in such third party.

## **7 Confidentiality and Publicity**

- 7.1 Each party undertakes at all times to hold in confidence for the other party, to use only for the purposes hereof and not to print, publicise or otherwise disclose to any third party, Confidential Information of the other party. "Confidential Information" of the other party means any document, material, idea, data or other information which relates to either Mosaique's or the Client's research and development, trade secrets or business affairs or which is marked as confidential and disclosed by either party to the other for the purposes hereof. "Confidential Information" of the other party does not however include any document, material, data, or other information which:
- a is known to the receiving party, under no obligation of confidence, at the time of disclosure by the other party; or
  - b is or becomes publicly known through no wrongful act of the receiving party; or
  - c is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the other party; or
  - d is independently developed by the receiving party; or
  - e is disclosed by the other party to a third party under no obligation of confidence.
- 7.2 Notwithstanding Sub-Clause 7.1 of this Schedule, nothing in this Contract shall be construed to prevent or restrict Mosaique from disclosing or using in the course of its business any technical knowledge, skill or expertise of a generic nature acquired by Mosaique in the performance of this Contract.
- 7.3 Both parties undertake not to publicise work undertaken by either party through the use of that parties name without the prior consent of the other party, which consent shall not be unreasonably withheld.
- 7.4 Mosaique acknowledges that the Client must also comply with any requests it receives under the Freedom of Information Act.
- 7.5 General Data Protection Regulations – By using Aspyre, the Client accepts all responsibility for ensuring any personal data in the system is processed in full compliance with GDPR.

## **8 Term and Termination**

Subject to clause 5 of Schedule 1 and Clause 2 of Schedule 2.

- 8.1 Unless specified to the contrary elsewhere herein, this Contract shall come into force on the Commencement Date and shall continue in force until terminated in accordance with this Clause 8.

The Client may terminate this Contract by providing Mosaïque with written notification of their intention to cancel the Contract, a minimum of three (3) months prior to the end of the Contract.

If the Client does not give Mosaïque a minimum of three months' prior written notification of their intention to cancel the Contract, then the Contract will automatically renew at the end of the Contract period and the Client will be eligible to pay the full cost of its renewal as detailed in Clause 2.1 Schedule 2.

Mosaïque may terminate this Contract by giving the Client three (3) months written notification prior to the end of the Contract.

- 8.2 Either party may terminate this Contract forthwith by written notice to the other party if:
- a the other party shall commit a material breach of any of its obligations under this Contract and shall not have remedied such breach within thirty days of receiving written notice of the breach; or
  - b the other party shall become bankrupt or enter into liquidation (other than for reconstruction or amalgamation) or have a receiver appointed of its assets or any part thereof or an administration order is served upon it.
- 8.3 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 8.4 If this Agreement is extended in accordance with 8.1 above, then Mosaïque must receive from the Client a purchase order to cover the cost of this extension, by the renewal date. If the Client fails to send Mosaïque a purchase order, Mosaïque may, without prejudice to any other remedy, after giving the Client seven days' notice of its intention to do so, withdraw the provision of the Services or any part thereof until the purchase order is received.
- 8.5 At the end of any Agreement with a Client, data is returned in the form of a .csv or .xml file and the database is deleted from our servers. This does not include any electronic documentation that a client may have uploaded to the System.

## **9 Warranty and Limitation of liability**

- 9.1 Mosaïque warrants that:

- a in providing the Services it shall use reasonable skill and care.

Except as aforesaid, Mosaïque gives no other warranties or conditions, express or implied including but not limited to warranties or conditions of quality or fitness for particular purpose.

- 9.2 Except as provided in Sub-Clause 9.3 of this Schedule, the Client agrees that Mosaïque's liability under or in connection with this Contract, howsoever arising (including, without limitation, for breach of contract, for negligence or other tort, or concerning the use or inclusion of any document, material, idea, data or other information in the Services), shall in no circumstances exceed in the aggregate the sum of 125% the fees paid or payable by the Client hereunder in the 12 months immediately preceding the event giving rise to the claim or £500,000 whichever is the greater and (provided that such aggregate is not exceeded) shall for individual incidents or series of incidents arising from the same event be limited to the following sums:

- a £200,000 for physical damage to or loss of tangible property caused by Mosaïque's negligence; or
- b £50,000 for all other incidents per incident,

provided however that Mosaique shall have no liability under or in connection with this Contract, howsoever arising, for damages in respect of loss of profits or contracts or for indirect or consequential loss or damage.

- 9.3 The limitations and exclusions set out in Sub-Clause 9.2 of this Schedule shall not apply to personal injury, including death, caused by Mosaique's negligence.

## **10 Force Majeure**

- 10.1 Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Contract due to any cause outside its reasonable control, including, without limitation, acts of God, war, riot, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply, failure or delay on the part of any sub-contractor beyond the sub-contractor's reasonable control or the lack of availability of materials.

## **11 Notices and Other Communications**

- 11.1 Any notice, which expression includes any other communication whatsoever which is made in accordance with this Contract, should reference the Mosaique Contract Number shown at the head of this Contract and shall, without prejudice to any other method of giving it, be sufficiently given if it is sent by registered or recorded delivery first class post to the other party to the address stated on the signature page of this Contract or to such other address as the respective party may advise by notice in writing from time to time or sent by email to the Mosaique's nominated representative.

- 11.2 Notices shall be deemed to have been properly given after three working days in the case of notices posted from the United Kingdom to a destination therein and eight working days in the case of all other notices posted internationally or on the same day if sent by email within the working hours.

## **12 Assignment; Delegation**

- 12.1 No right under this Contract shall be assigned by either party without the prior written approval of the other party. Mosaique may delegate the performance of any of its obligations hereunder to third parties with the Client's consent such consent shall not be held or delayed unreasonably, provided however that Mosaique shall remain liable in contract for the performance of the Services notwithstanding such delegation.

## **13 Waiver**

- 13.1 No delay or failure of either party in enforcing against the other party any term or condition of this Contract, and no partial exercise by either party of any right hereunder, shall be deemed to be a waiver of any right of that party under this Contract.

## **14 Legal Construction**

- 14.1 The parties have read and understand this Contract and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between them relating thereto.
- 14.2 Schedule and Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this Contract.
- 14.3 References herein to "Statement of Services" and "Statement of Price" are to the Statements of Licencing, Software Support and Data Hosting Services and Price to this Contract unless otherwise stated.
- 14.4 The expression "this Contract" means the Statement of Services, the Statement of Price, the General Terms and Conditions and any other document which is agreed by the parties and expressly designated

to form a part of this Contract and includes any variation thereto which shall have been agreed in writing by the parties and attached as an addendum.

- 14.5 If the scope of any of the provisions of this Contract is too broad in any respect to permit enforcement to its full extent, then the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly.
- 14.6 No purported variation of this Contract shall take effect unless made in writing and signed by an authorised representative of each party and attached as an addendum.
- 14.7 This Contract shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

#### **SCHEDULE 4**

##### **Statement of Additional Client Obligations**

- 1. The Client will permit the resources provided under this agreement to have access to the Client's legitimate and complete copy of the latest issue of necessary documentation and other material notified by Mosaique from time to time as being necessary for Mosaique to perform its obligations under this Contract including:
  - a operating system manuals; where available
- 2. Access to such information will be for the purposes only of providing the Services to the Client and will be made without charge throughout the period of the duration of the Contract.
- 3. The Client shall make available as may be reasonably required by Mosaique staff core dumps, printouts and any other data necessary to demonstrate and locate reported errors and problems.

## SCHEDULE 5

### Details of the System

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Application:</b>                      | <ul style="list-style-type: none"> <li>- Aspyre</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description:</b>                      | <ul style="list-style-type: none"> <li>- Web-based Portfolio, Programme, Project &amp; PMO Software</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Version:</b>                          | <ul style="list-style-type: none"> <li>- 9.0</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Web Browser requirements:</b>         | <ul style="list-style-type: none"> <li>- Google Chrome</li> <li>- Microsoft Edge</li> <li>- Safari</li> <li>- Firefox</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Modules / Functionality included:</b> | <ul style="list-style-type: none"> <li>- Reporting Suite – 100+ best practice reports available</li> <li>- Custom Reporting</li> <li>- My Dashboard – displays items specific to each user</li> <li>- Live Dashboards – Portfolio, programme and project level dashboards with ‘drill-down’ facilities</li> <li>- Project / Programme Summary</li> <li>- Mandate, Brief, PID, Business Case (Outline and Full)</li> <li>- Risks &amp; Issues</li> <li>- Milestones &amp; Dependencies</li> <li>- Ideas</li> <li>- Financial - Delivery Costs &amp; Savings (including WTEs)</li> <li>- Quality Impact Assessments (QIA)</li> <li>- Equality Impact Assessments (EIA)</li> <li>- Privacy Impact Assessments (PIA)</li> <li>- Benefits Management</li> <li>- Meetings &amp; Agendas</li> <li>- Document Repository</li> <li>- Planning Module including Gantt facility</li> <li>- Lessons Learned</li> <li>- Key Performance Indicators</li> <li>- Quality Module including dashboards and reports</li> <li>- Stakeholders</li> <li>- Strategy, Objectives &amp; Efficiency Targets</li> <li>- Resource Planning &amp; Tracking</li> </ul> |

|  |                                                                                                                                                                                                                                     |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>- Task List</li> <li>- Timesheets</li> <li>- Reminders and alerts</li> <li>- Audit Trail</li> <li>- Import Facility (Costs, Savings, Plans, Risks, Issues, Milestones, KPIs etc.)</li> </ul> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Addendum 1

### Service Level Agreement – Standard Support

| Severity | Description                                                                                                                                                                                                                                                                        |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | All the functions, or a substantial proportion of the functions, of the Software are unavailable.                                                                                                                                                                                  |
| <b>2</b> | A suspected high-impact condition associated with the product. That is, processing capability is limited and the problem has some significant adverse impact on the client. A significant number of Licensed Users impacted.                                                       |
| <b>3</b> | A suspected medium-impact condition associated with the product. One or more modules of the Software are giving periodic problems but can still be used. The fault has a high nuisance impact to the users. A condition where a single or small number of Licensed Users impacted. |
| <b>4</b> | An intermittent or low-impact condition associated with the produce (e.g. cosmetic issue, spelling, layout), for which a permanent fix can be planned, or a question concerning the product.                                                                                       |
| <b>5</b> | The support request is a feature or enhancement request                                                                                                                                                                                                                            |

The following table details the service and response times that Mosaique will provide:

| Service                 | Availability                                                                   | Standard Support Response Times                                 | Resolution Time                                                                                                                                                                                            |
|-------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Severity Level 1</b> | During standard hours (9am – 5:30pm, Monday to Friday excluding Bank Holidays) | Within 2 hours of the Client notifying us of the problem        | Work will progress continuously, (in accordance with the client's stated priority of calls) throughout the standard hours until a suitable workaround, software/data correction or assistance is provided. |
| <b>Severity Level 2</b> | During standard hours (9am – 5:30pm, Monday to Friday excluding Bank Holidays) | Within 4hrs of the Client notifying us of the problem           | Work will progress, (in accordance with the client's stated priority of calls) throughout the standard hours until a suitable workaround, software/data correction or assistance is provided.              |
| <b>Severity Level 3</b> | During standard hours (9am – 5:30pm, Monday to Friday excluding Bank Holidays) | Within 1 working day of the Client notifying us of the problem  | Work will progress, (in accordance with the client's stated priority of calls) throughout the standard hours until a suitable workaround, software/data correction or assistance is provided.              |
| <b>Severity Level 4</b> | During standard hours (9am – 5:30pm, Monday to Friday excluding Bank Holidays) | Within 2 working days of the Client notifying us of the problem | Work will progress, (in accordance with the client's stated priority of calls) throughout the standard hours until a suitable workaround, software/data correction or assistance is provided.              |
| <b>Severity Level 5</b> | During standard hours (9am – 5:30pm, Monday to Friday excluding Bank Holidays) | Within 3 working days of the Client notifying us of the problem | Work will progress, (in accordance with the client's stated priority of calls) throughout the standard hours until a suitable workaround, software/data correction or assistance is provided.              |

The use of the severity code does not identify the priority or urgency of the call. To avoid the position where incidents are allocated severity levels of 2 (high) and in some cases 1 (critical) in order to raise their profile rather than identify the 'severity' of the incident, we advocate the use of priority codes to allow some identification of the urgency of an incident.

The Priority Code allows Mosaïque Support in collaboration with the client to grade calls according to Urgency, thereby allowing for example a Severity 3 (medium) incident to be logged according to the SLA, and be the client's most urgent call.

We do not specify resolution dates/timescales against these Priority Codes as they would in some cases contradict the SLA.

We propose the use of the following Priority Codes

|          |                                                                                                                           |
|----------|---------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | The most urgent calls (e.g. maximum 2 calls)                                                                              |
| <b>B</b> | The next most urgent calls (e.g. maximum 5 calls)                                                                         |
| <b>C</b> | All others where resolution required in the version of software fault reported in                                         |
| <b>D</b> | All others where resolution required in next available release. Change requests are dealt with under a separate Agreement |

#### **Professional Services Rate Card**

|                                                                          |          |
|--------------------------------------------------------------------------|----------|
| Installation and Configuration                                           | £850/day |
| Training                                                                 | £850/day |
| Programme/Project Support (including data input & generation of reports) | £850/day |
| Business Analysis                                                        | £850/day |
| Bespoke Software Development & Development of Customised Reports         | £850/day |

#### **Bespoke Development Services Rate Card**

|                |          |         |
|----------------|----------|---------|
| 5-day package  | £750/day | £3,750  |
| 10-day package | £650/day | £6,500  |
| 20-day package | £550/day | £11,000 |

The above development packages are to be drawn upon as and when a Client requires and must be used within the term of this Agreement.