

Service Level Agreement (SLA) & Support Contract (SC)

Date XXX
Client XXX
Project XXX
Job Ref XXX
Document ID XXX

1. Hosting and technical support

The provision of hosting and technical support for HELM the cost for which is £XXX ex. VAT per annum.

Technical support is defined as:

1. Initial diagnostic analysis of any technical issues relating to any aspect of HELM, associated systems, Learning Content (hereafter defined as The System) and subsequent reporting/escalating to the relevant person at <client>.
2. The resolution of technical issues relating to any aspect of HELM and which are directly attributable to the HELM codebase, according to the resolution schedule as defined below.
3. Ongoing general maintenance of HELM and underlying codebase, particularly in reference to security patching and browser compatibility where possible.

Resolution schedule

Resolution times are dependent on the complexity of the issues involved and are subject to the cooperation of <client> in providing the information required when logging technical issues and responding to relevant queries in a timely manner.

For issues raised as high, medium or low priority, OCB Media will respond with a remedial plan for <client> approval. For Critical issues OCB Media will not seek approval before allocating resources to and implementing a fix.

Resolution levels are defined as:

Critical

- The System has largely or entirely stopped working and the issue has a significant impact on the operation of <client> AND OR the issue could be a source of court action or significant negative press for <client>. Examples of a critical issue include total loss of service (unscheduled downtime) and significant security breaches.
- OCB will respond to critical issues **immediately**. Given the major impact of a critical issue, OCB will seek **to implement a fix within 24 hours** and will do so without first seeking approval from <client>.

High

- The operation of the System is compromised or causing specific issues which significantly reduce its use. An example of such an issue would be when part of the System is inaccessible, thereby affecting the overall operation of the System to the extent that <client> cannot use the system for the purpose for which it was originally designed.
- OCB will respond to these issues within **4 hours**.
- OCB will create a resolution plan for <client> approval within **24 hours** or sooner, with the expectation that said issues will be resolved within **48 hours** of initial report.

Medium

- The System is functioning but has issues which affect its operation. For example part of the System is not functioning as per specification but it is not a business-critical issue and does not affect the ability of <client> to operate the LMS.
- OCB will respond to these issues within **24 hours**.
- OCB will create a resolution plan for <client> approval within 24 hours or sooner, with the expectation that said issues will be resolved within **5 working days** of initial report.

Low

- The System is functioning, but there is a cosmetic or user interface issue that causes problems. For example an issue that affects the appearance of the system but not its functionality.
- OCB will respond to these issues within **48 hours**.
- OCB will create a resolution plan for <client> approval within 24 hours or sooner, with the expectation that said issues will be resolved within **10 working days** of initial report.

OCB support hours are typically between 8am and 6pm, Monday to Friday, save for when resolving Critical Issues.

Critical issues must be raised directly with OCB Media as soon as <client> becomes aware of them on a 24/7 basis by contacting either XXX or XXX. Initial contact must be phone, with any supporting information relating to the issue posted to the online ZenDesk support tool. <client> to decide which resolution level an issue is assigned to, as per the above defined resolution levels.

High level issues should be reported within support hours with an initial phone call to the above name contacts. Medium and Low level issues should be posting to the online ZenDesk support tool.

2. Work on account and Project work

‘**Learning Management System developments and content modifications**’ is a catch all term for any activity between OCB Media and <client> which falls outside of Technical Support which are part of the standard operational relationship between the two parties. Examples include:

1. Assisting in the resolution of technical issues relating to the <client> instance of HELM which are impacting on the operation of the system but not attributable to the HELM codebase, if required to do so.
2. The preparation of quotes for HELM developments and content modifications that lie outside of the technical support remit.
3. Liaising with third parties to resolve non-HELM related technical issues.
4. Changes and updates to the Learning Content, aside from remedial changes required due to HELM attributed technical issues.

The provision of support for HELM developments and content modifications will be charged for once approved by <client> according to the following rates and terms:

Daily rate	£720 (an hourly rate of £90 or part thereof)
Meetings / teleconferences (charged per hour of attendance (or part thereof) per person as well as travel time per person). Rate not applicable to any meetings which are part of the standard operational relationship between the two parties.	Charged at hourly rate of £90 or part thereof
Travel (e.g. train tickets etc)	To be confirmed in advance and reimbursed in accordance with the <client> expenses policy
Expenses (e.g. parking, petrol, food etc)	To be confirmed in advance and reimbursed in accordance with the <client> expenses policy

All prices exclude VAT and are held as quoted for one year from the commencement of the Agreement period.

OCB Media will keep a detailed timesheet of any activities undertaken under HELM developments and content modifications and will submit this with an associated invoice to <client> at the end of each calendar month.

3. Terms and Conditions

- 1) Parties:** This Agreement is entered into by and between OCB Media Ltd (Company number: 04469235) of The Crescent, 27 King Street, Leicester, LE1 6RX and <client> (referred to herein as the "Client") of XXX.

From the Effective Date XXX until XXX (the Agreement Period).

- 2) Client obligations:** The Client will not determine or exercise control as to general procedures or formats necessary to fulfil the Agreement to the Client's satisfaction. The Client will provide OCB Media with:

- such co-operation as is required by OCB Media (acting reasonably) to enable the performance by OCB Media of its obligations under this Agreement; and
- all information and documents required by OCB Media (acting reasonably) in connection with the provision of the Services.

The Client will be responsible for procuring any third party co-operation reasonably required by OCB Media to enable OCB Media to fulfil its obligations under this Agreement.

- 3) Termination:** This Agreement shall become effective on the Effective Date and will continue during the Agreement Period.

Either Party may terminate this Agreement forthwith if the other Party enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (being a corporation) if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction), or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole, or any part of, the other Party's undertaking or assets or there are reasonable grounds for anticipating the occurrence of any of these events within the foreseeable future.

In the event that either Party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy such default or breach within thirty (30) days after the receipt of written notice from the other Party, the Party giving notice may at its option terminate this Agreement by sending notice of termination in writing

to the other Party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

Upon termination or postponement of this Agreement, OCB Media shall deliver an Invoice for work completed to date, which shall be paid by the Client. The termination or postponement Invoice shall specify all unpaid work hours at the hourly fee of £90 or part thereof. On termination or postponement, all work completed to date shall be delivered to the Client in a usable electronic format after payment. Final payment will be expected under the same terms as listed in section 5. If the work is cancelled by the Client, any payments already made are not refundable. Either party may terminate this agreement subject to 6 months' notice.

Renewal: The contract will automatically renew on the last day of the Agreement Period unless the Client informs OCB Media in writing one month prior to the expiration date. On renewal, rates will be adjusted in line with inflation; rates to be agreed with <client> by XXX annually

4) Client review

OCB Media will provide the Client with an opportunity to review all activities. **At the completion of an activity, such materials will be deemed to be accepted and approved unless the Client notifies OCB Media otherwise within thirty (30) days of the date the materials are made available to the Client.** For a period of one year after this period OCB Media will, at its own expense, correct any errors and/or technical issues which may be present within the materials as originally coded.

This period of warranty does not extend to cover technical issues which may arise that are beyond the control of OCB Media such as, although not limited to, incompatibilities and/or operational issues with future third party browser, operating system and server software updates.

5) Payment and Default

Invoices with the requisite purchase order number will be sent by e-mail to the Client. Cheques returned for insufficient funds will be assessed a return charge of £50 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay OCB Media's expenses, including, but not limited to, legal fees, court costs and collection agency fees, incurred by OCB Media in enforcing these Terms and Conditions.

If a project is not completed by OCB Media by the agreed project completion deadline, as defined in the project schedule, OCB Media will be subject to a penalty of 1% of the total invoice due for each day (or part of) that the project is delayed beyond the deadline, up to a maximum of 20%. This penalty to be deducted from the total invoice amount prior to the invoice being submitted to the Client.

6) Maintenance

Problems caused by malicious software, spyware, viruses and website hacking are a fact of life on today's Internet. It is highly unlikely that these will affect the client's website, and OCB Media will endeavour to protect it from this as much as possible during its creation. Within these parameters, should a security vulnerability be exploited and that said vulnerability can be directly attributed to a failing within the original OCB Media code, OCB Media will rectify the issue without cost to the Client.

Remedial action required to resolve potential and/or identifiable security vulnerabilities which may arise due to future third party software incompatibilities and technology updates will be charged to the Client, once permission to undertake the remedial action has been agreed by the Client.

7) Third Party or Client Page Modification

Some Clients will desire to independently edit or update their web pages after completion. Note however, that if this option is selected and the Client or an agent of the Client other than OCB Media attempts to update the System and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at an hourly rate.

8) Limitations on Client Content

The Client shall provide Client Content that does not contain any content or materials which are obscene, threatening, malicious, which infringe on or violate any applicable law or regulation or any proprietary, contract, moral, privacy or other third party right, or which otherwise expose OCB Media to civil or criminal liability. Any such materials provided by Client to OCB Media which do not satisfy the foregoing requirements in this Section shall be deemed to be a material breach of this Agreement.

9) Indemnification

OCB Media will ensure that there is compliance with data protection principles in its carrying out of its functions under this agreement, with liability restricted to the LMS software. OCB Media's liability does not extend to cover the hosting service, which is contracted to a third party at the request of the Client.

As such OCB Media will indemnify the Client against any direct costs resulting from breaches of the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations 2003 which can be directly attributed to failings within the LMS software supplied by OCB Media.

The Client agrees to defend, indemnify and hold harmless OCB Media against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organisation, or business.

10) Limited Liability

The Client agrees that any material submitted by the Client for publication will not contain anything leading to an abusive or unethical use of the LMS or OCB Media. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. The Client hereby agrees to indemnify and hold harmless OCB Media from any claim resulting from the Client's publication of material or use of those materials.

11) Proprietary Rights of OCB Media

The Client acknowledges and agrees that OCB Media is in the business of designing and developing Web sites, and that OCB Media shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any OCB Media Materials in providing such services. Any trade secrets, know-how, methodologies and processes related to OCB Media's products or services, shall remain the sole and exclusive property of OCB Media or its suppliers.

For the removal of any doubt, all content – including learning materials, questions, answers, and associated media files - are strictly the property of the Client and can under no circumstances be used or reproduced without prior written permission.

12) Force Majeure

OCB Media Limited
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The Client agrees OCB Media is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

13) Entire Agreement and Governing Law

This Agreement constitutes the entire agreement with respect to the support of the Services and supersedes all prior or contemporaneous oral or written agreements concerning such confidential information. This Agreement will be governed by and construed in accordance with the laws of England.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

4. Authorisation

Understood, agreed and duly authorised by representatives of both Parties.

OCB Media Ltd.	Client: <client>
Signature:	Signature:
Print Name: XXX	Print Name: XXX
Role: XXX	Role: XXX