



Excelpoint G-Cloud 15 Terms and Conditions

Build powerful AI-enabled business-critical systems
with no-code software



Excelpoint's G-Cloud Digital Transformation AI-enabled No-Code Platform offers a scalable, flexible, secure and reliable way to digitalise enterprise-wide business processes much faster than you think, leveraging legacy systems and information, replacing paper and spreadsheets, delivering powerful real-time reporting dashboards, accessible anywhere and on any device.



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End User Licence Agreement

Excelpoint Limited (“Excelpoint”)
Excelpoint Information Management Platform (“EIM”)
End User Licence Agreement (“EULA”)

License Agreement

This software is licensed, not sold.

You should carefully read the following terms and conditions and any provided supplemental licence terms (collectively “Agreement”) before using this software. Your use of this software indicates your acceptance of this license agreement and warranty. If you do not agree to all these terms, promptly return the unused software and confirm, to Excelpoint Limited, in writing, the destruction of any copies held.

If you are accepting the Agreement on behalf of a corporation, partnership or other legal entity, the use of the terms “you” and “your” in the Agreement will refer to such entity and the entity accepting the Agreement represents and warrants to Excelpoint Limited that it has sufficient permissions, capacity, consents and authority to enter into the Agreement.

THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL LICENSE TERMS ARE COLLECTIVELY TERMED THE “AGREEMENT”.

1. LICENSE TO USE. Excelpoint grants you a non-exclusive and nontransferable license for the internal use only of the accompanying software and documentation and any error corrections provided by Excelpoint (collectively “Software”), by the number of users and the class of computer hardware for which the corresponding fee has been paid.

2. RESTRICTIONS. Software is confidential and copyrighted. Title to Software and all associated intellectual property rights is retained by Excelpoint and/or its licensors. Except as specifically authorized in any Supplemental License Terms, you may not make copies of Software, other than a single copy of Software for archival purposes. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer Software. No right, title or interest in or to any trademark, service mark, logo or trade name of Excelpoint or its licensors is granted under this Agreement.

3. LIMITED WARRANTY. Excelpoint warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided “AS IS”. Your exclusive remedy and Excelpoint’s entire liability under this limited warranty will be at Excelpoint’s option to replace Software media or refund the fee paid for Software.

4. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL EXCELPOINT OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF EXCELPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event will Excelpoint’s liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

5. Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Excelpoint if you fail to comply with any provision of this Agreement. Upon Termination, you must destroy all copies of Software.

6. Export Regulations. All Software and technical data delivered under this Agreement are subject to UK export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7. United Kingdom Government Restricted Rights. If Software is being acquired by or on behalf of the U.K. Government or by a UK Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; subject to prevailing English Law.

8. Exclusions and other Warranties. Except for the express warranties in section 3, Excelpoint Limited makes and you receive no other warranties, conditions or representations, express or implied, statutory or otherwise, and without limitation the implied terms of satisfactory quality and fitness for a particular purpose are excluded. Excelpoint does not warrant that the operation of the Software will be error free or uninterrupted. It is your responsibility to ensure that the Software is suitable for your needs and you assume the entire risk as to the performance and results of the Software and Manuals. If any exclusion, disclaimer or other provision contained in this agreement is held invalid for any reason and Excelpoint becomes liable for loss or damage that could otherwise be limited, such liability, whether in contract, negligence or otherwise, will not exceed the amount actually paid by you for the Software.

9. Governing Law. This agreement shall be construed and governed by the laws of England. The Purchaser hereby irrevocably submits to the non exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or in connection with this Agreement.

10. Integration. This Agreement is the entire agreement between you and Excelpoint relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Entire Agreement

You acknowledge that the allocation of risk in this Agreement reflects the price paid for the Software and also the fact that it is not within Excelpoint Limited's control how and for what purposes the Software is used by you.

1. DEFINITIONS

1.1 “Software” means the Software product set out in clause B above.

1.2 “Support Service” means the service set out in clause 4 below.

1.3 “Environment” means the Equipment hosting the software solution as set out in clause E above.

1.4 “Operating System” means the computer programs necessary for the operation of the Equipment whether supplied on tape, disk or other media or resident in firmware.

1.5 “Specification” means the description of the functions of the Software, whether published by Excelpoint or the Customer.

1.6 “Support Charge” means the fee payable by the Customer for the right to receive the Support Service.

1.7 “Commencement Date” means the date set out in clause D above when Excelpoint shall begin to provide the Support Service.

1.8 “Solution Location” means the site set out in clause F above.

1.9 “Installation” means the successful completion of Installation testing of the Software on the Equipment at the Equipment Location by Excelpoint in accordance with Excelpoint’s then prevailing standard practice.

1.10 “Initial Term” means the period set out in clause C above commencing on the commencement date.

1.11 “Agreement” means these terms and conditions, clauses A to F above and any Schedules attached hereto.

1.12 “Response” means any assistance or interaction provided to the Customer to further the process of resolution or management of fault and error situations.

2. Excelpoint’s OBLIGATIONS

2.1 Excelpoint shall:

2.1.1 use reasonable endeavours to provide the Support Service; and

2.1.2 comply with any reasonable safety and security procedures applicable to the Solution Location and made known by the Customer; and

2.1.3 comply with the legal requirements of the General Data Protection Regulations (EU) 2016/679 as amended from time to time

3. CUSTOMER’S OBLIGATIONS

3.1 The Customer shall

3.1.1 supply Excelpoint with any information upon request or any other information and assistance necessary for Excelpoint to perform it’s obligations under this Agreement; and

3.1.2 provide Excelpoint’s personnel with full, free and safe access to the Solution Location, including any necessary office and computer facilities, to enable it to perform it’s obligations under this Agreement; and

3.1.3 Comply with all instructions from Excelpoint relating to the operation of the Software; and

3.1.4 take regular backup copies of it’s data and remain solely responsible for it’s use of the Software and data integrity; and

3.1.5 give Excelpoint prior written notice of relocation of the Solution.

4. SUPPORT SERVICE

4.1 Excelpoint shall provide a Support Service for the Software provided the Customer pays the Support charge in accordance with this Agreement.

4.1.1 Excelpoint shall provide email and telephone support and an answering service ensuring that email support incidents can be received at all times although normal working hours are 9:00 until 17:30.

4.1.2 A telephone response offering guidance in the operation of the Software will be provided to nominated representatives of the Customer who have had appropriate training.

4.1.3 Excelpoint shall endeavour to respond to customer calls within 3 working hours of receipt thereof. Excelpoint shall, with Agreement of the Customer, prioritise the work on any outstanding faults in the Software according to the severity of each fault and shall from time to time make routine error correction updates available for the then current release of the Software.

4.1.4 Excelpoint shall not address any fault under the terms of this Agreement which is covered by any other Maintenance or Support contract.

4.1.6 Excelpoint shall provide temporary fixes or emergency bypass procedures for material faults in the Software that prevent the Customer using the Software.

4.1.7 Reasonable endeavours will be made to ensure that fault progression and resolution will be provided by remote diagnostics and remote access support subject to such provision being made available by the Customer.

4.1.8 Excelpoint shall provide the Support Service for the software supplied on the Environment and Operating System set out in clause E above. This listed Equipment can be amended only with prior written Agreement by Excelpoint.

4.2.1 Investigation and correction of faults in the Software which result from modification of the Software by the Customer or a third party; and

4.2.2 any work necessary to assist the Customer to recover from the incorrect input of data, loss of data or improper use of the Software; and

4.2.3 preparation of estimates and the development of modifications or additions to the Software; and

4.2.4 travelling time and service fees for visits to the Solution Location; and

4.2.5 training, implementation and consultancy services; and

4.2.6 configuration of the software or the end user solution

4.3 Where changes in government legislation affect the functionality of the Software or where Excelpoint from time to time develops additional functionality or modules for the Software, Excelpoint shall make appropriate new release levels of the Software or modules thereof available to the Customer.

4.4 The Support Service shall remain in force for the Initial Term.

5. PRICE

5.1 The Support Service shall be provided in consideration of payment by the Customer of the Support Charge.

5.2 Excelpoint may vary the then existing Support Charge in line with the Average Weekly Earnings (AWE), Whole Economy, published by the Office for National Statistics (ONS) applying from the date of this Agreement or the date of the last variation whichever is the later. The support Charges as varied shall remain fixed for a period of not less than 12 months.

6. TERMS OF PAYMENT

6.1 The Support Charge shall be paid in advance upon the Commencement Date and thereafter at the intervals set out in Clause B above for the Initial Term.

6.2 All prices and fees are exclusive of Value Added Tax which shall be added to any invoice payable under this Agreement at the rate applicable under the relevant regulations.

6.3 All sums shall be paid in full and free any rights of set-off and counterclaim.

7. WARRANTY

7.1 Excelpoint warrants that it has the right to enter into this Agreement.

7.2 Excelpoint shall use reasonable care and skill in providing any services under this Agreement.

7.3 Except as expressly set forth in this Agreement all warranties, terms and conditions whether oral or written, express or implied by law, custom or otherwise including but not limited to any warranties, terms and conditions of fitness for purpose, description and merchantable quality are hereby excluded.

8. LIMITATION OF LIABILITY

8.1 Excelpoint shall accept liability for any death or personal injury caused by the negligence of Excelpoint, its employees or agents.

8.2 Excelpoint shall accept liability for direct physical damage to the Customer's tangible property up to an amount not exceeding £50,000 for each event or series of connected events where such damage is caused by the proven negligence of Excelpoint, its employees or agents.

8.3 Excelpoint's entire liability in law or otherwise is specified in clause 8.1 and 8.2 above and Excelpoint shall not be liable for any other loss or damage suffered by the Customer howsoever arising. In no event shall Excelpoint be liable for any indirect, special, economic or consequential loss or damage howsoever arising, including but not limited to loss of profits, loss of anticipated savings, loss of use, loss of data and loss arising from any delay.

9. TERMINATION

9.1 Without prejudice to any other right or remedy, either party may terminate this Agreement forthwith upon written notice in the event that the other party commits a breach incapable of remedy or fails to remedy any other breach within 30 days of receipt of written notice thereof or has a receiver, administrator or administrative receiver appointed or becomes the subject of a resolution, petition or order for winding up or bankruptcy, or makes an assignment or arrangement for the benefit of its creditors.

10 WHOLE AGREEMENT

10.2 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, representations, proposals, arrangements, undertakings and communications whether oral or written, express or implied between the parties regarding the subject matter hereof.

10.2 This Agreement shall not be amended except by a subsequently dated written amendment signed by duly authorised representatives on behalf of both parties.

11. NOTICES

11.1 Any notices required to be given pursuant to this Agreement shall be in writing and sent by first class mail or delivered by hand or by

facsimile or by email to the other party at the parties address as set out at the head of this Agreement or such other address as may be notified by that party to the other.

11.2 All notices to Excelpoint, including notice of termination, shall be addressed to the Company Secretary.

1.3 Written notices shall be deemed to have been given 48 hours after posting when sent by first class mail, on delivery when sent by hand and upon transmission where sent by facsimile or email.

12 GENERAL

12.1 The Customer shall not assign or otherwise transfer this Agreement or any part hereof to any third party without prior written consent from Excelpoint.

12.2 No delay, neglect or forbearance by either party in enforcing any of its rights under this Agreement shall be deemed to be a waiver of such rights.

12.3 If any provision of this Agreement is void or unenforceable at law then such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

12.4 No action regardless of form arising out of this Agreement may be brought by either party more than two years after the party concerned becomes aware or should reasonably have become aware of the facts constituting the cause of action.

12.5 Excelpoint shall not be liable for delay or failure to perform any of its obligations under this Agreement if such delay or failure results from any circumstance beyond its reasonable control including but not limited to acts of government, delay or failure of any supplier, sub-contractor or carrier and Excelpoint shall be excused performance of such obligation to the extent that such circumstances prevail.

12.6 The headings contained in this Agreement are for convenience only and shall not affect its interpretation or meaning.

12.7 The validity, performance and construction of this Agreement shall be governed by the Laws of England and the parties agree to submit to the non-exclusive jurisdiction of the Courts of England.

Service Level Agreement

1. Support Services

All durations, which are all measured from the time that [name of CLIENT], notifies Excelpoint Limited of the incident, assume support during 9:00am – 5:30pm UK time on Business Days (Monday to Friday, exclusive of UK public holidays).

Incident Class	Acknowledgement	Acceptance	Engagement	Work-Around	Resolution
Showstopper	Within 1 hour of receiving the request during normal business hours	1 working hour from acknowledgement	Within 1 working hour from acknowledgement	Within 2 working hours from engagement	Within 16 working hours from workaround
Critical	Within 1 hour of receiving the request during normal business hours	1 working hours from acknowledgement	Within 2 working hours from acknowledgement	Within 4 working hours from engagement	Within 24 working hours from workaround
High	Within 1 hour of receiving the request during normal business hours	2 working hours from acknowledgement	Within 6 working hours from acknowledgement	Within 8 working hours from engagement	Within 36 working hours from workaround
Medium	Within 2 hour of receiving the request during normal business hours	4 working hours from acknowledgement	Within 16 working hours from acknowledgement	Within 64 working hours from engagement	Within 64 working hours from workaround
Low	Within 3 hour of receiving the request during normal business hours	5 working hours from acknowledgement	Within 32 working hours from acknowledgement	Within 80 working hours from engagement	Within 80 working hours from workaround

Incidents, which are classified as follows, are only in respect of the software product(s) as provided by Excelpoint Limited and do not include any external Hardware, Infrastructure, Database or other technologies not provided and supported by Excelpoint:

- 1. Showstopper:** An incident that prevents large or core areas of the Product from functioning and affects all or most users of the system. This defect needs to be fixed and deployed as soon as possible.
- 2. Critical:** An incident that affects core areas of the product that causes important areas to fail or affects a high number of users. It is not normally possible to work around Critical incidents.

3. High: An incident that is causing an error in the application's functionality. It is of lower impact or affects only a discrete user community not everyone. High incidents are normally capable of a workaround.

4. Medium: An incident with low impact in less visible areas of the system and only affect the fringes of a business process or only happens in unlikely circumstances.

5. Low: An incident with minimal or cosmetic implications for the users of the application. Most users will not notice it.

To liaise over Incidents, by [name of CLIENT], shall provide a list of the names and contact details of no more than three staff to act as Support Contacts. [name of CLIENT], may amend the names on this list from time to time as it sees fit. The Support Contacts shall be responsible for notifying Excelpoint Limited of any defects and providing information that Excelpoint Limited may reasonably require in order to diagnose the underlying cause of the Incident.

Acknowledgement – a request will be considered 'acknowledged' upon Excelpoint Limited issuing an 'electronic message'¹ to [name of CLIENT], within the timeframe mentioned in the 'acknowledgement' column of the table above.

Acceptance – It will be assumed that the Incident classification is agreed by both parties unless Excelpoint Limited raises an objection by the time outlined in the table in the column titled 'acceptance'.

Engagement – Engagement is the time it takes for Excelpoint Limited to mobilise appropriately skilled and knowledgeable staff to engage with [name of CLIENT], to put in place a resolution in a timeframe commensurate to the defect class of the request.

Work-around – a plan, technical solution or alternative method in order to circumvent a problem but without eliminating it via a final resolution.

Resolution – A permanent solution to the incident reported. This may include but is not limited to configuration changes, underlying data issues, software changes / bug fixes and advice regarding environmental considerations. The Resolution timeframe may only be amended with the written agreement of both parties.

Depending on the class of defect, the resolution approach will differ. For showstopper and critical defects the initial goal will be to gain relief as quickly as possible from the problem to allow the system to return to an operational state deemed by [name of CLIENT], to be sufficient for business to continue whilst a permanent resolution is sought.

It is also possible that a work-around may be accepted as the final resolution although this would be with the written agreement of both parties.

2. Maintenance Services

The Excelpoint Development Team work on product development as an on-going and never-ending project with three main aims:

1. Improving product quality, stability, and user experience
2. Broadening product functionality and capabilities
3. Future-proofing to keep pace with new technology waves

Our development team adopt a Test-Driven development strategy for critical areas of our product ensuring that underpinning software behaviour is consistent and expected across releases. By adding Automated Unit tests we can identify faults very early in the development cycle. Our development team push their own code into a centralised source repository and it is merged regularly through the day with complete version control and history in place. Continuous Integration like this

3. Production Release candidates are produced twice per year and contain targeted functionality and capability improvements as well as all bug fixes produced since the preceding Production Release. This release candidate will have been subjected to Unit Tests, Automated Testing and our Manual Test Plan and will have repeated cycles of these test cycles and constant lower priority issues resolution in conjunction with our Development Team during the course of 6 to 8 weeks to arrive at the Release Candidate. This release is made available to all customers and is publicised on our Web Site under Resources -> Release Notes and Technical Tips.

Backup Regime

- Typically we perform Database backups daily as part of a SQL Server maintenance plan. This can be amended to be more or less frequent as required.
- Then the entire server is backed up according to the following regime. A single Daily Backup, retained for 14 days, a Weekly Backup retained for 12 weeks, Monthly Backup on first Sunday of the month retained for 6 months, and Yearly Backup on first Sunday in January retained for 1 year. This pattern is designed to provide an optimum spread considering resources, complexity and chronology and can be configured to a different pattern if required.
- All backups, both database and server are not stored on physical media and are automatically removed according to the above timetable / regime.
- Backups, as with the live running of the system are replicated to the failover server in an alternative UK data centre.



Call us
+44(0)1325 375930



Email us
hello @excelpoint.co.uk



Visit our website
www.excelpoint.co.uk



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The Work Place,
Heighington Lane,
Aycliffe Business Park,
Co. Durham,
DL5 6AH

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