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Place Experience Platform
Terms & Conditions

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The Place Experience Platform as described in the Service Definition is provided under the G-Cloud Call-Off Contract. Calvium will provide a Statement of Work document on commencement.

Out of scope work

Work deemed to be out of scope, such as additional customisation or tasks that require regular manual intervention from Calvium, may be chargeable. In such cases, Calvium will supply a quote for customer approval before commencing the work.

Mobile App publishing

If Mobile PEP Product is chosen, Calvium agrees to publish the iOS and Android mobile apps on its own Apple and Android stores distributing stores on behalf of the Customer and confirms that in each case there is no charge for end users. The following conditions shall apply:

- Calvium's name will appear on any downloaded Deliverables;
- Calvium shall, if requested, provide the Customer with an update on the progress of publication at the Distributing Store; and
- Calvium shall promptly inform the Customer of any complaint or download enquiry concerning the Deliverables received by Calvium as publisher of the Deliverables.

Company Registration No: 07055812
VAT registration No: 112476634
Registered office: Charlton Baker Dean House, 94 Whiteladies Road, Clifton, Bristol, England, BS8 2QX

Due to the terms and conditions of the various Distributing Stores being subject to change and of subjective interpretation, Calvium shall not be liable to the Customer if any Distributing Store refuses to publish or withdraws the sale of the Deliverables for any reason whatsoever and for the avoidance of doubt, the Customer shall still be responsible for the fees set out in the SOW in the event the Deliverables are not published within a Distributing Store.

Data warranties

The customer acknowledges that Calvium does not have responsibility for any user contributed data or customer contributed data displayed on or received by the app, and warrants that any customer contributed data will not be illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations or laws to which the app is subject. The customer will be solely responsible for the accuracy and legality of the content of the app, and its compliance with the relevant rules and regulations.

The parties will notify each other as soon as reasonably possible after becoming aware of (or of any third-party allegation of): a breach of these data warranties; any material on the app that infringes the rights of any third party; any breach of data protection law connected with the operation of the website.

Termination/transfer

If either party terminates this agreement by notice, the customer may make a request (a “content download request”) that Calvium supplies it with a copy of the content displayed in the app.

Calvium need not respond to a content download request made more than one month after the termination of this agreement.

If the customer makes a content download request Calvium shall comply within 30 days of receipt of the request; and provide the customer with a zip file containing the downloaded content.

Service Level Agreement

Calvium Contact

Calvium will designate a point of contact for support and provide the customer with the details.

Maintenance Windows

Calvium will give notice to the customer at least 48 hours prior to any proposed system maintenance that would result in the non-availability of the place management system, which shall normally be expected to take no more than three hours to perform.

Calvium may carry out emergency maintenance at any time and without prior notice to the customer. Calvium shall use its best efforts to notify the customer of the emergency maintenance as soon as possible. For the purposes of this schedule "emergency maintenance" is maintenance that Calvium believes must be carried out without giving the usual notice to the customer in order to avoid the non-availability or insecure operation of the system or if failure to do so would put Calvium in breach of the law or an order of a court of competent jurisdiction.

Severity Levels

Staff are trained to provide first line support to residents. Calvium provides second line support to the client directly to address technical faults and staff support.

Support requests will be sorted into two Severity Levels:
1. Critical: requests for errors resulting in non-availability of the Place Manager service, e.g. the URL returns an HTTP error code 500.
2. Non-Critical: minor bugs that do not substantially affect the service, or feature/ content adjustment requests.

The following matrix represents the timeframes within which Calvium will act in response to support requests of the two levels of severity. Hours refer to Business Hours 9am-5pm, and Days refer to Working Days within England and Wales.

	Severity Level: Critical	Severity Level: Non-Critical
Response time to acknowledge request	4 hours	4 hours
Commencement of resolution	1 day	Bugs: 2 days Feature requests: to be mutually agreed in a Change Request
Problem resolved	3 days	Bugs: 5 days Feature requests: to be mutually agreed in a Change Request

Calvium is only required to respond to support requests during business hours. If the customer requires a response or a resolution to be actioned outside of business hours it will need to enter into a separate service level agreement either with Calvium or a third party.

Customer Requirements

The following are required from the customer following the purchase of the Place Experience Platform:

Project Manager

- A dedicated member of staff able to make decisions on behalf of the client and oversee the programme of works between Calvium and other third parties suppliers / content creators.

Policy/Style

- The client can select a primary colour based on their branding The primary colour will need to be a high contrast colour against white. It will appear on icon backgrounds and throughout the app
- The client can select a secondary highlight colour which will be dotted discretely throughout the app. We advise the highlight colour to be bright and eye-catching.

- The client can provide Calvium with their own logo for use as the app icon. It should be supplied in all white - in an ai, svg or eps format. The logo will be placed on the primary colour for the app icon and also used in the Splash Screen

Technical

- To test on mobile devices the Client needs to provide at least one email address which is used on the test device
- The test device needs to be a high specification phone running a version of Operating System specified in the Statement of Work. Usually the last 3 versions of Android or iOS

Content

- The client is responsible for producing all of the content which is shown in the app.
- Calvium will provide a specification of the formats required for images and audio
- Videos need to be hosted on an external service such as YouTube or Vimeo to which the app can link