

G-CLOUD 15

TERMS & CONDITIONS

DataSpace Live Cloud Based Systems.

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Section 1. *Definitions*

Charges means all charges for Services, Product, Licences and Support.

Confidential Information means any information that is deemed by the disclosing party to be confidential in nature. This includes the Product and any associated documentation.

Customer means the buyer/customer/client contracted in this agreement.

Customer Data means all data processed by The Provider, or supplied to Resolution Data Management Ltd (RDM) for the duration of this agreement.

Documentation means any electronic or physical document shared between the contracted parties to include manuals, proposals, training materials, videos, screenshots etc.

Ongoing Fees refers to any agreed recurring fee such as User Licences and Support costs.

Product means the software application namely DataSpace-Live/Submitplan/Inspectmate and any associated services or utilities, which has been purchased by the Customer, to be supplied by the Provider.

Provider refers to "Resolution Data Management Ltd., referred to hereafter as RDM.

Service means the provision of access to the product, supplied by the Provider.

User is a person who accesses the Service, and will have a unique username, email address and password. Shared user access via one account is not allowed under the terms of this contract. It is also not advised for information security issues and may be in breach of Privacy laws.

Section 2. *Ownership*

The product is provided on a Concurrent User Licensing basis, which gives the customer the right to use the product. Additional temporary licences may be used on a short term basis but not as a means to prevent the purchase of more licences where required.

The ownership of the software and associated intellectual property always remains with RDM. The Customer does not acquire any Intellectual Property Rights in relation to the software, design, documentation or other materials used by the Provider in the provision of the Product and/or Service.

The Customer may not share, offer for sale, gift, sell or provide to any third party any screenshots, Documentation or access to the software unless under the express written consent of a director of RDM.

At all times, the data and hosted documents generated by the Customer, or provided to the Supplier by their clients, shall remain in the ownership of the Customer unless otherwise stated. This Customer Data shall not leave the legal jurisdiction of the Customer, and will not be passed or sold to a third party by the Provider, without the written consent of the Customer.

Customer Data Stored

RDM hold within our systems and Products details of users purely for the purposes of providing the Product, support of the Product or for the Customers system planning. This data includes:

1. Name.
2. Job Role/Title.
3. Contact Details including email and mobile phone numbers.

We may also use this data, to pro-actively support users who are flagged by the system AI as requiring assistance. This may be in the form of:

- An email
- A phone call
- An on-screen message
- Technical Bulletin



Section 3. *Terms*

The Terms included are to be applied in addition to the terms of the G-Cloud Framework.

a. The following will be provided to the Customer by the Provider.

- Support for any individually defined users in the Customer's account.
- The individually defined user has the right to use the purchased Product license up to the purchased maximum. ▪

Hosting Services, as defined within the Service Definition

- Data Storage and security Services, as defined within the Service Definition
- Backup Services, as detailed within the Service Definition

The Customer undertakes to pay the Ongoing License Fees for the duration of the agreement. Covered under separate confirmation. Additional fees may also be payable to the Provider for any other services or products. These charges will be based on the Provider's then current charging rates, and after seeking consent.

3.2 – Payments, Payment Terms and Charges

- 1.1 The Fees due for the Product are specified in the subscription schedule and renewable annually.
- 1.2 The Customer shall pay to the Provider all Fees due within 30 days of receipt of an invoice from the Service Provider for the same.
- 1.3 In the event that the Customer does not pay all Fees due within the time period specified above, the Service Provider shall suspend the Customer's use of the Service by whatever means it deems appropriate, subject to the requirement that such shall not disrupt any other of the Customer's operations.
- 1.4 In the event that the Customer fails to pay under in the period stated above that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at 3% per annum over the Bank of England base rate obtaining at the time.
- 1.5 The Service Provider reserves the right to vary the Fees upon contract renewal as it may deem appropriate. The Customer shall receive 60 days' written notice of any such variation. Such variations shall take effect upon renewal of the Service agreement.



Section 4. *Scheduled Maintenance & Updates*

Updates will be scheduled at regular intervals to provide small but incremental updates. The provider will not intentionally remove functionality without giving the Customer 30 days' notice. Details of the updates will be available via the Providers website and via emailed Newsletters.

Updates will be scheduled to be applied at such time as to cause the least inconvenience where possible.

Where possible, the Provider will attempt to perform maintenance tasks outside of normal working hours. In the unlikely event of unscheduled downtime, where the Provider may have to perform emergency maintenance tasks in order to restore Services to the normal level, the Provider will aim to provide notice of this if possible.



Section 5. *Service Response Times*

The Provider will attempt to provide 99% uptime during normal office hours. There are exceptions where patches may be required to prevent new security breaches, as deemed exceptional by the Providers data security team.

The provider classes support requests in Levels as follows, and support staff will resolve issues in the following order of priority

Critical

1. Loss of general service
2. A fault that creates bad data

High

1. Issues which prevent an important function with no workaround
2. Issues preventing quality storage/creation of data.
3. Issues preventing a complete Customer from working.

Medium

1. Issues preventing a single user working.
2. Issues with workarounds affecting all users

Low

1. Issues with workarounds affecting single users.
2. Customer change requests
3. General help and advice

Support requests should be logged with the provider by the following means

1. Via Phone on 01242 260505
2. Via email to helpdesk@resolutiondm.com
3. Using the support request page on www.resolutiondm.com

Typically, Critical support issues will be responded to by the provider immediately during normal office hours, where they are logged via phone, and this route is advised for critical requests.

High Level requests should be responded to within 1 working hour.

Medium Level requests should be responded to within 4 working hours.

Low level requests should be responded to within 1 working day.

Section 6. *Escalation Procedures*

The Provider' support team will ascertain what level a support request is. Where resources do not appear to allow for swift resolution of the issue, the support analyst may escalate the issue with the Support Team Leader. If the Team leader needs to escalate again, then they may escalate the issue directly to a director.

Where the Customer feels response is inadequate, then they may also escalate their issue in the first instance with their nominated account Manager, and then to a Director if the issue is significant.

In the event that Provider is waiting on information from the Customer for a significant time, then the Provider may step-down the Issue level based on the Customers lack of response.

