

PROPOSAL

G-Cloud Terms and Conditions of Business



1. THE CUSTOMER AGREES

- (a) To pay the subscription charges prescribed in the Agreement in all circumstances, within thirty (30) days of the commencement date (for the first year) and the renewal date for all subsequent years. Renewal date is defined as the first day of the anniversary month of commencement date (commencement date as detailed in the Agreement). If at any time should the whole or any part thereof be in arrears then HALO SERVICE SOLUTIONS shall be entitled to suspend all services hereunder until payment is made in full.
- (b) To notify HALO SERVICE SOLUTIONS immediately either by e-mail or verbally of any error, flaw, failure, or fault in the HALO SERVICE SOLUTIONS software that produces an incorrect or unexpected result, or causes it to behave in unintended ways, and provide HALO SERVICE SOLUTIONS at all reasonable times with access to the installation environment, allow HALO SERVICE SOLUTIONS to carry out diagnosis and remedy of the HALO SERVICE SOLUTIONS software and/or database as necessary under the terms of this Agreement.
- (c) Not to maintain, relocate, service, enhance, repair, adjust, tamper or alter the HALO SERVICE SOLUTIONS software installation environment without first consulting with HALO SERVICE SOLUTIONS directly, or following recommended detailed guides in doing so.
- (d) To pay HALO SERVICE SOLUTIONS's Standard Charge on presentation of an invoice for resolving issues originating as a result of the Customer requesting service, whether the fault is either customer induced due to misuse, or a programming error affected by the customer or his agent, or caused by an unsanctioned third-party integration.
- (e) Not to assign the benefit of this Agreement without prior written consent from HALO SERVICE SOLUTIONS.
- (f) Any maintenance calls where service is requested and supplied outside Agreement hours defined in the Service Level Agreement stated below, will incur additional charges at HALO SERVICE SOLUTIONS's Standard Charges.
- (g) To pay for additional charges in accordance with these terms and conditions on presentation of an invoice. HALO SERVICE SOLUTIONS may, having previously advised the Customer, suspend its obligations under this agreement for any period during which any amount owed by the Customer to HALO SERVICE SOLUTIONS remains unpaid for more than 30 days.

2. HALO SERVICE SOLUTIONS AGREES

- (a) To maintain the HALO SERVICE SOLUTIONS software that is installed and present at the installation address in the Agreement (or such other address as may be agreed in writing with HALO SERVICE SOLUTIONS) in efficient working order, and during the continuance of this Agreement to execute by its servants, agents or contractors all repairs to code arising during proper use of the HALO SERVICE SOLUTIONS software, or necessitated in accordance with clause (c) hereof: Throughout the term of this Agreement, HALO SERVICE SOLUTIONS shall provide the appropriate maintenance service listed in the Agreement, subject to the provisions of these terms and conditions. Provided however that HALO SERVICE SOLUTIONS (without prejudice to the terms and conditions of this Agreement, or the Customer's liability for payment of subscription charges) shall not be obliged to service the HALO SERVICE SOLUTIONS software if any such subscription charge is overdue, or not paid.
- (b) At the expense of the Customer, to provide service where failure of the HALO SERVICE SOLUTIONS software is subsequently found to be due to disoperation, misuse, unauthorised relocation, enhancement, repair, adjustment, tampering or altering of the HALO SERVICE SOLUTIONS software, installation or environment without first consulting with HALO SERVICE SOLUTIONS directly, carried out by the Customer's servants, agents, contractors or third party service providers, and/or if any person not authorised by HALO SERVICE SOLUTIONS to do so shall have tampered with the HALO SERVICE SOLUTIONS software.
- (c) At the request and expense of the Customer, to carry out any enhancements to the HALO SERVICE SOLUTIONS Software code that directly or indirectly affects the intended use of the HALO SERVICE SOLUTIONS Software.
- (d) At the request and expense of the Customer to move the HALO SERVICE SOLUTIONS software installation to alternative premises, for any reason.
- (e) At the request and expense of the Customer, to escalate the time frame of resolution of any error, flaw, failure, or fault in the HALO SERVICE SOLUTIONS software that produces an incorrect or unexpected result, or causes it to behave in unintended ways.
- (f) At the request and expense of the Customer, to provide detailed training of the Customer's servants, agents, contractors or third-party service providers, in the use and configuration of the HALO SERVICE SOLUTIONS software, and/or any consultancy of use of the HALO SERVICE SOLUTIONS software.
- (g) To provide, upon request, details of current Standard Charges.

3. DURATION OF THIS AGREEMENT

- (a) The term of this Agreement shall be the Agreement term of subscription of one (1) years, and thereafter from year to year unless either party shall give the other written notice of termination, no less than sixty (60) calendar days prior to the renewal date in the second (2nd) year or subsequent anniversary of the renewal date. Written notice is conditional upon being received via recorded delivery by HALO SERVICE SOLUTIONS. Provided that if the Customer has committed any breach of the Agreement, and has not remedied such breach within fourteen (14) days after notice to that effect from HALO SERVICE SOLUTIONS, this Agreement may be terminated by notice from HALO SERVICE SOLUTIONS to the Customer at their last known address, and provided that if the Customer shall be adjudged insolvent or bankrupt, or shall be unable to pay its debts as they fall due, or shall make assignment for the benefit of its creditors generally, or have a receiver appointed for it or for any of its property or assets, or if it shall discontinue or abandon or dispose of the whole or a substantial part of its business, or shall have a petition presented or a resolution passed for its winding up, or if a notice is issued convening a meeting for the purpose of passing any such resolution, HALO SERVICE SOLUTIONS shall have the right at any time thereafter to terminate this Agreement immediately by notice to the Customer.
- (b) The parties hereto hereby agree that if the Customer terminates the Agreement within one year of the Commencement Date or HALO SERVICE SOLUTIONS terminates because the Customer commits a breach of any provision of the Agreement, HALO SERVICE SOLUTIONS shall, in addition to all other rights available to it, be entitled to liquidated damages calculated at the rate of seventy five per cent (75%) of the total of the annual charges for the period from the date of termination or breach to the second anniversary or the earliest effective date of termination pursuant to clause 3 (a) above, whichever shall be the later, and the Customer accepts that the percentage used in the computation of the liquidated damages represents a fair measure of the losses and damages to HALO SERVICE SOLUTIONS.
- (c) The HALO SERVICE SOLUTIONS subscription contract must be purchased by any Customer who places an order for HALO SERVICE SOLUTIONS, based on the number of licences being ordered.

4. VARIATION OF MAINTENANCE CHARGE

HALO SERVICE SOLUTIONS will vary the subscription charge payable annually by five percent (5%) or the retail price index (RPI), whichever is the higher, provided that no such variation shall take effect earlier than one (2) years after the commencement of the term of this Agreement, or less than one (2) years after a preceding variation. The Annual Service Charge will also be amended on the anniversary date to include additional annual subscription as a result of system enhancements, in accordance with the details on enhancement sales orders authorised by the Customer.

5. PROHIBITION OF ORAL VARIATIONS

The terms and conditions of this Agreement are the sole terms and conditions of the Agreement between HALO SERVICE SOLUTIONS and the customer. No variation or modification of these terms or conditions, and no agreement made or purported to be made between HALO SERVICE SOLUTIONS and the

Customer inconsistent with these terms and conditions, shall be valid or of an effect, unless made in writing and signed by the Managing Director of HALO SERVICE SOLUTIONS. No representation relating to, or in any way connected, with the HALO SERVICE SOLUTIONS software shall be deemed to be made on behalf of HALO SERVICE SOLUTIONS, nor shall any such representation bind HALO SERVICE SOLUTIONS unless such representation is made in writing, and signed by the Managing Director of HALO SERVICE SOLUTIONS.

6. VARIATIONS

- (a) In no circumstances shall HALO SERVICE SOLUTIONS be liable for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential howsoever caused.
- (b) HALO SERVICE SOLUTIONS shall in no circumstances be liable for any losses due to the HALO SERVICE SOLUTIONS software in its entirety.

7. GENERALLY

- (a) HALO SERVICE SOLUTIONS's rights hereunder shall not be affected by granting of any time or indulgence to the Customer.
- (b) All charges under this Agreement are subject to tax, where applicable, including Value Added Tax (VAT) to the Customer if located in the United Kingdom (UK). This Agreement is not a VAT invoice. An invoice will be sent to the Customer for all payments under this Agreement, with relevant taxes applied, where applicable.
- (c) HALO SERVICE SOLUTIONS may assign all rights together with all obligations under this Agreement at any time, and may also subcontract any of its obligations at any time.

8. MATTERS BEYOND REASONABLE CONTROL

If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, act of terrorism Net Help Desk Limited – Terms and Conditions of Business Page 3 of 4 (whether or not involving that party's employees) or acts of local or central Government, or other competent authorities, or events beyond the reasonable control of that party's Suppliers, that party will have no liability to the other for that failure to perform.

9. INTEREST

HALO SERVICE SOLUTIONS reserves the right to charge interest at the rate of 5% above the published Bank of England base rate on a daily basis on any overdue amounts until payment in full is received, together with any thirdparty costs e.g. debt collection cost, bailiff costs, solicitors' costs and disbursements on the indemnity losses involved in enforcing payment, whether before or after judgement.

10. SERVICE LEVEL AGREEMENT

HALO SERVICE SOLUTIONS will provide support for the HALO SERVICE SOLUTIONS software in accordance with the following Service Level Agreement terms. Any variations required by the Customer must be agreed, in writing, by both parties prior to an order being placed.

11. NUMBER OF HOURS COVERED

- (a) The HALO SERVICE SOLUTIONS "Working Week" is Monday through until Friday for the fifty-two (52) weeks in the civil Calendar year.
- (b) The HALO SERVICE SOLUTIONS "Working Week" does not include Bank (Public) Holidays recognised within the United Kingdom (UK).
- (c) The HALO SERVICE SOLUTIONS "Working Day" for all UK Customers is from 09:00 until 18:00 GMT (or BST). Our "Working Day" for our International Customers (outside of the UK and Ireland) will be confirmed upon request.

12. SUPPORT PROCEDURE

- (a) To receive support for an issue, **a ticket must be raised** within our database, a ticket number received by you from HALO SERVICE SOLUTIONS, and all subsequent communications to reference this ticket number in accordance with the Support Procedure detailed below.
- (b) To raise a ticket via our HALO SERVICE SOLUTIONS Customer Support portal, logins must be requested from the HALO SERVICE SOLUTIONS Support team. This portal access allows tracking of tickets progress also.
- (c) You will receive a ticket number from our database, for you to track progress, and quote when contacting us.
- (d) If no ticket number is received, please assume that HALO SERVICE SOLUTIONS are unaware of the issue.
- (e) If your issue requires urgent assistance, please telephone our Support Team using details found on the HALO SERVICE SOLUTIONS contact details page of our website: www.HaloServiceDesk.com/contact
- (f) In the unlikely event of no answer, please leave a voicemail when prompted, and our team will call you back.
- (g) To track progress on a ticket, please ensure to update via the web portal, or e-mail with the original ticket number in the subject line as detailed in the Acknowledgement e-mail. Creating duplicate calls will only slow down progress on all tickets.
- (h) For our team to remote in, please go to Help > Request Remote Assistance, or www.HALO SERVICE SOLUTIONS.com/remote, run the file and provide the ID number to your HALO SERVICE SOLUTIONS representative.
- (i) For additional licences, support and upgrades renewal enquiries, additional professional service and other general enquiries, please telephone our Sales Team using details found on the HALO SERVICE SOLUTIONS contact details page of our website: www.HALO SERVICE SOLUTIONS.com/contact
- (j) For additional licences, support and upgrades renewal enquiries, additional professional service and other general enquiries, please telephone our Sales Team using details found on the NHD contact details page of our website: www.haloservicedesk.com/contact

13. LEVELS OF SUPPORT

HALO SERVICE SOLUTIONS provides three levels of support to the Customer on all issues relating to HALO SERVICE SOLUTIONS software, that are not requested changes to the software's functionality at the time of purchase.

These three levels of support are:

FIRST (1ST) LEVEL SUPPORT

- (a) 1st Level Support calls will usually cover basic setup and functionality of the software, can be submitted via telephone, e-mail or web portal, and aim to be resolved within 1 business day.

- (b) Initial 1st level of support is provided in the following formats:
 - Detailed Main HALO SERVICE SOLUTIONS Guide.
 - The Main Guide broken out into Mini Guides.
 - Informative videos.
 - Detailed Help File within the Help Desk Software.
 - Access to HALO SERVICE SOLUTIONS software Knowledge Base via Support Web Portal.
- (c) Additional 1st level of support includes a telephone call to our Support Team, where our team will undertake an immediate effort to resolve your issue by telephone and/or remote support.
- (d) All calls, regardless if resolved by 1st Level Support or not, will be logged in our database, and a ticket number issued, as detailed above.
- (e) If your call cannot be resolved by 1st Level Support, it will be escalated to second (2nd) Level Support.

SECOND (2ND) LEVEL SUPPORT

- (f) 2nd Level Support calls will usually cover advanced functionality of the software; can be submitted via telephone, e-mail or web portal, and aim to be resolved within ten (10) business days.
- (g) The 2nd Level of Support is provided beyond the support provided by 1st Level Support detailed above, up to the support provided by 3rd level support detailed below.
- (h) All calls that cannot be resolved immediately by 1st Level Support will be escalated to 2nd Level Support.
- (i) Where necessary, 2nd Level Support will engage the assistance of third (3rd) level Support to resolve incidents as quickly as possible.
- (j) If your call cannot be resolved by 2nd Level Support, your call will be escalated to 3rd Level Support.

THIRD (3RD) LEVEL SUPPORT

- (k) Third (3rd) Level Support calls usually will cover changes to the coding of the software, can be submitted via telephone, e-mail or web portal, and aim to be resolved within 1 calendar month.
- (l) The 3rd Level of Support is provided beyond the support provided by 1st and 2nd Level Support detailed above.
- (m) All calls that cannot be resolved by 2nd Level Support will be escalated to 3rd Level Support.

14. RESPONSE TIMES

- (a) We aim to initially respond to E-mail and Web Portal submitted support calls within eight (8) working hours.
- (b) We aim to answer telephone support calls within 4 minutes.
- (c) However, if telephone support calls are not answered, a voicemail message can be left, and all messages will be responded to as soon as possible.

15. PRIORITY ONE ISSUES

- (a) In the unlikely event of an issue with a significant impact to the ability to use HALO SERVICE SOLUTIONS, these issues are classed as Priority One (1) issues, and dealt with immediately upon being reported to the HALO SERVICE SOLUTIONS Support Team.
- (b) These issues must be raised by telephone, and a ticket number obtained immediately.
- (c) P1 issues remain P1 until dealt with, and no longer significantly impacts the ability to use HALO SERVICE SOLUTIONS.

16. EXCLUSIONS

- (a) We only support the HALO SERVICE SOLUTIONS software, its components and features.
- (b) Any additional support with 3rd party applications, including Microsoft products, is not provided as a standard part of the Maintenance Contract offered by us.
- (c) Additional support outside of the Subscription Contract may be available at our discretion, and will be chargeable under this Service Level Agreement.

17. CHARGEABLE

- (a) Support covers Telephone and Remote support only for the HALO SERVICE SOLUTIONS software.
- (b) Support on 3rd party products, modifications to HALO SERVICE SOLUTIONS, including bugs being fixed within a fixed timescale, would be chargeable to you.
- (c) Additional Professional Services are available to you, including but not limited to, On-Site Implementation & Customisation, On-Site Training, Data Migration, and Third-Party Application Integration, and are chargeable to you.
- (d) No chargeable work will be carried out by us for you, until we are in receipt of a Purchase order, or monies in full.

18. COMPLAINTS

- (a) All complaints of service must be submitted in writing to HALO SERVICE SOLUTIONS, including Ticket Numbers, times and dates relevant to the ticket(s) in question and contact details of main point of contact that will be dealing with the complaint for you.
- (b) HALO SERVICE SOLUTIONS will investigate and aim to respond to your complaints within 10 business working days.
- (c) All complaints are aimed to be resolved within 30 calendar days to the satisfaction of both parties.

19. COMPENSATION

- (a) No monetary reimbursements of costs will be provided for support during the period following purchase.

20. THIS AGREEMENT

- (a) No hand-written amendments on this document are valid changes to terms or terminology, without exception.
- (b) All changes must be specified in Addendums, to be appended to this document, agreed and signed by both parties separately.