

Tricostar Schedules to G-Cloud 15 Contract

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Schedule TA - Tricostar Service Levels & Support Terms

A link to the most recent copy of our SLA can be found here: <https://tricostar.gitbook.io/tricostar-service-level-agreements/VA2ejFjOxjbH3nVmERup/>

Schedule TB - Licence Charging Model and Payment Terms

Supplementary Definitions (Schedule 2 only)

For the purposes of this Schedule 2 only, the following definitions apply:

Licence - A per-user entitlement forming part of the Services, granting access to the Services for a single named user, which is chargeable as part of the Charges.

Active - In relation to a Licence, a status within the Services indicating that a user account is enabled and permitted to access the Services, irrespective of actual usage.

User Account - An individual named user profile created within the Services to which a Licence is allocated.

Billing Cut-Off Date - The date determined by the Supplier for the purpose of calculating the applicable Charges for Licences for the relevant Charging Period.

Charging Period - The period in respect of which Charges are calculated, being either a calendar month where Charges are paid monthly in advance or the Term where Charges are paid annually in advance.

Direct Debit - An automated payment method authorised by the Buyer permitting the Supplier to collect Charges directly from the Buyer's nominated bank account.

1. Basis of Charges

- 1.1. Charges for the Services include per-user licence charges calculated by reference to the number of Licences that are Active at the applicable Billing Cut-Off Date for the relevant Charging Period.
- 1.2. Charges are payable in advance in accordance with the payment profile specified in the Order Form.
- 1.3. Charges are payable by reference to entitlement to access the Services and availability of that access, not by reference to actual usage, activity levels, or benefit derived by the Buyer.

2. Monthly Charges (where specified in the Order Form)

- 2.1. Where the Order Form specifies that Charges are payable monthly in advance, payment is only available where the Buyer pays by Direct Debit. If the Buyer cannot pay by direct debit, then only annual in advance by invoice is available to the Buyer.
- 2.2. Charges are calculated monthly in advance by reference to the number of Licences that are Active at the Billing Cut-Off Date for the relevant Charging Period.
- 2.3. Where a Licence is Active at the Billing Cut-Off Date, the corresponding Charge is payable for the full Charging Period, and no Charges are pro-rated or calculated by reference to partial calendar months.
- 2.4. Where a Licence is added at any point during a calendar month, the timing of that addition does not affect the amount charged, and the Licence will be charged for a full Charging Period from the date on which the increased Licence count first takes effect in accordance with the billing adjustment mechanics set out in Section 3.
- 2.5. If paying monthly the Buyer may increase or decrease the number of Licences on a monthly basis, subject in all cases to the billing adjustment mechanics set out in Section 3.

3. Billing Adjustments – Monthly Charges

- 3.1. Where the Buyer reduces the number of Licences on or before the twentieth (20th) day of a calendar month, the resulting reduction in Charges will be applied to the invoice issued for the following month.
- 3.2. Where the Buyer reduces the number of Licences after the twentieth (20th) day of a calendar month, the reduction in Charges will take effect from the following month but may not be reflected until the invoice issued for the month after that.
- 3.3. Where the Buyer increases the number of Licences on or before the twentieth (20th) day of a calendar month, the resulting increase in Charges will be applied to the invoice issued for the following month.
- 3.4. Where the Buyer increases the number of Licences after the twentieth (20th) day of a calendar month, the increase in Charges will take effect from the following month but may not be reflected until the invoice issued for the month after that.
- 3.5. The disabling, suspension, deletion, or deactivation of a User Account after the Billing Cut-Off Date does not give rise to any refund, rebate, or automatic credit in respect of the current Charging Period.
- 3.6. For the avoidance of doubt, no partial month credits are provided in respect of any reduction in Licence numbers.

4. Annual Charges (where specified in the Order Form)

- 4.1. Where the Buyer commits to and pays Charges annually in advance, a discount of ten per cent (10%) will be applied to the applicable Charges.
- 4.2. Annual Charges are payable in full in advance and are non-refundable.
- 4.3. Annual Charges are calculated by reference to the number of Licences committed to at the Start Date together with any additional Licences added during the Term.
- 4.4. Where the Buyer Ends the Call-Off Contract part way through the Term, no refund or credit will be provided for unused Licences or any remaining portion of the Term.

5. Licence Changes During the Term – Annual Charges

- 5.1. The Buyer may reduce the number of Licences for a subsequent Term only by giving not less than sixty (60) days' written notice prior to the Expiry Date.
- 5.2. The Buyer may increase the number of Licences at any time during the Term.
- 5.3. Any additional Licences will be charged on a pro-rata basis from the date on which they become Active to the Expiry Date and invoiced accordingly.
- 5.4. The disabling, suspension, deletion, or deactivation of any User Account during the Term does not reduce the Charges payable and does not give rise to any refund or credit.

6. Annual Price Review

- 6.1. Prices may be increased no more than once per Contract Year and will be adjusted by the greater of the Consumer Prices Index (CPI) or 5%. Any adjustment will be applied at renewal and notified to the Buyer in advance in accordance with the Call-Off Contract.

Schedule TC - Exit Plan and Offboarding Scenarios

The offboarding plan for this Call-Off Contract is:

- a) The Supplier will ensure that the Buyer has sufficient access to the Buyer Data to extract such data at the end of the Contract.
- b) Additional services required to facilitate transfer of Services to the Buyer or a supplier nominated by the Buyer will be provided on request with prices to be agreed between the parties.
- c) Terms and definitions relevant to off boarding and any data transfer are detailed in our Exit Plan Scenarios (below).

At the End of the Call Off Contract Term, however arising, the Parties agree that;

- a) The Supplier's obligations to the Buyer in relation to the delivery or provision of Buyer Data or other Additional Services to handover or transfer the Services to the Buyer itself or its nominated replacement supplier will be met by ensuring that the Buyer has unrestricted access to the Buyer Data;
- b) The Supplier will not do or omit to do anything that would hinder or restrict the Buyer to access or download the Buyer Data;
- c) The Supplier will make reasonable efforts to assist or advise the Buyer to access or download the Buyer Data in the event that the Buyer experiences problems or errors.

Data Destruction

At the End of the Call Off Contract Term or the end of the Hosting Services the Parties will undertake the following steps regarding the destruction of the Buyer Data:

1. The Buyer will retrieve the Buyer Data from the servers and confirm to the Supplier that the Buyer Data has been retrieved and is in a readable format.
2. The Supplier liaise with Microsoft regarding cessation of hosting and data destruction for primary and back up servers.
3. The Supplier will notify the Buyer when Microsoft has completed the destruction of all Buyer Data on the server and backup server.

The Parties understand that Microsoft will delete and overwrite any remaining Buyer Data in accordance with standard Microsoft policies. An extract of Microsoft policy is included below.

"Data destruction: When customers delete data or leave Azure, Microsoft follows strict standards for over-writing storage resources before their reuse, as well as the physical destruction of decommissioned hardware. Microsoft executes a complete deletion of data on customer request and on contract termination."

The Parties agree that these actions will be considered to constitute the secure destruction of Buyer Data for any purpose in relation to the Services and the terms of this Call Off Contract.

Exit Scenarios

The following Exit Plan Scenario can be achieved in accordance with the Order Form provisions regarding Off boarding and will apply in any circumstances where the Services expire or terminate:

Scenario 1:

- The Buyer can export all their customer data from the application, using the standard reports and export formats provided.
- All documents are stored in Microsoft SharePoint and can be exported or retained in the client owned SharePoint tenant.
- No charge unless Tricostar's services are required.

Scenario 2:

- The Buyer requests that Tricostar export all the data in its default structure and format (i.e. CSV).
- All documents are stored in Microsoft SharePoint and can be exported or retained in the client owned SharePoint tenant.
- A fixed fee estimate would be provided once the scope is understood.

Scenario 3:

- The Buyer requests that the data and/or documents are exported in a specific structure and format for import directly into another system.
- A fixed fee estimate would be provided once the scope is understood.

Schedule TD - Microsoft Azure SLA for Virtual Machines

The most recent copy (and version history) can be seen here: https://azure.microsoft.com/en-gb/support/legal/sla/virtual-machines/v1_9/ and is subject to change from Microsoft.

Schedule TE - Colligo Software License Agreement

A link to the most recent copy of the Colligo license terms can be found here: <https://www.colligo.com/terms-and-conditions-form/>