

Web Application Services Agreement

This agreement is entered into between **Smart Apprentices Limited** (Registered in England No. 7408258) whose registered office is The Barn, Fosse Cottage Farm, Street Ashton, Warwickshire, CV23 0PL trading as Smart Apprentices (the “**Licensor**”) and **XXXX** (registered in England No. 02896700) (the “**Licensee**”) and is subject to the attached license provisions.

Background:

The Parties wish to contract with one another for the provision of an online system which will allow the management of data in relation to portfolios of evidence and end point assessment information.

In consideration of the mutual obligations set out below **the Parties agree** as follows:

1. Definitions

1.1 In this Agreement, the following words shall have the following meanings unless otherwise expressly stated:

“**Additional Services**” means those services referred to in clause 6 of Schedule 1;

“**Agreement**” means these terms and conditions, including the schedules and appendices

“**Application Services**” means the services described in Schedule 1;

“**Charges**” means the charges including: registration and set-up fees, basic license and support fees and per-user fees, as set out in Appendix 1, as may be amended by agreement in writing signed by the Parties from time to time;

“**Commencement Date**” means the date this contract is signed

“**Confidential Information**” means any and all secret or confidential commercial, financial, marketing, technical information, know-how, trade secrets and other information in written, electronic or any other form or medium, whether disclosed before, on or after the date of this Agreement;

“**Documentation**” means the inter-active on-line information and User guides and other documentation as may be supplied or made available by the Licensor in respect of the Software, as updated, replaced or supplemented from time to time by the Licensor;

“**Downtime**” means where the Application Services and the System are unavailable to the Licensee during Normal Business Hours and where the availability of the Application Services and the System drop below 99.5% availability;

“Enterprise License” means apprentices and traineeships only

“Excluded Services” includes the services, facilities, functionality and other matters set out or referred to in Schedule 1;

“Force Majeure” means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations (other than payment) under this Agreement, including without limitation: fire; flood; lightning; war; revolution; terrorism; riot; strike; lock-out or other industrial action; failure of supplies of power, telecommunication network, fuel, transport, equipment, raw materials or other goods or services;

“Go Live Date” means the date that the first User commences access to the System which will be agreed in writing between the parties. For the avoidance of doubt this excludes anyone defined as a test user for the purposes of testing, training or acceptance of a product development release;

“Initial Period” means the initial period of time for which the Licensee has agreed to pay the Charges for use of the Application Services in respect of the agreed number of learners, as set out in The Schedule of Requirements. This period shall be the time between the Commencement date and Go Live Date plus 1 year;

“Intellectual Property Rights” means any patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, metatag, know-how, model, unregistered design (and any application for any such right) or other intellectual property right;

“Licensor Materials” means any documentation, materials, software, equipment, data and all other materials and Intellectual Property Rights owned or licensed by the Licensor, including, without limitation, the Licensor’s Web Site, the Licensor’s Application Web Site, the Software and the Documentation;

“Licensor’s Application Web Site” means those portions of the Licensor’s Web Site which provide interfaces to the server-side Software and to which access is available after logging in using the Users Login Details;

“Licensor’s Web Site” means the Licensor Materials which can be accessed using a Browser at the specified url which will be provided to the Licensee no later 5 working days from the Commencement Date;

“Licensor’s Web Site Terms and Conditions” mean the terms and conditions of use and privacy policy (as the same may be updated from time to time) which are accessible within or linked to the Licensor’s Web Site;

“Location” means the address of the Licensee as set out in this Agreement

“Normal Business Hours” means Monday to Friday 9.15am to 5.15pm excluding public holidays in England

“**Parties**” means the Licensee and the Licensor;

“**Party**” means the Licensee or the Licensor;

“**Renewal Period**” means each additional period of extension of the Agreement for 1 year;

“**Restricted Items**” means each of the User Login Details, Licensor’s Application Web Site, the Documentation and the Software (in each case whether in whole or in part);

“**Software**” means all software or software code (whether compiled or uncompiled) which form a part of the Licensor’s Application Web Site as updated from time to time by the Licensor;

“**Support Services**” means the services described in Schedule 1;

“**System**” means the minimum system specification listed on the Licensor’s Web Site as updated from time to time by the Licensor;

“**Term**” means the entire length of this agreement including the Initial Period and any Renewal Periods

“**Users**” means the registered users issued with User Login Detail, for the avoidance of doubt this may include people external to the Licensee

“**Users Login Details**” means the username, password and other information which a User will be required to input in order to be granted access to the Licensor’s Application Web Site.

- 1.2 The headings contained in this Agreement are for convenience of reference only and shall not affect its interpretation.
- 1.3 References to “person” includes an individual, company, public organisations, corporation, firm or partnership.
- 1.4 Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.
- 1.5 The words and phrases “including” and “in particular” shall be without limitation to the generality of any preceding words and any preceding words shall not be construed as being limited to a particular class where a wider interpretation of those words and phrases is possible.
- 1.6 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, and (ii) any provision which subsequently supersedes it or re-enacts it (whether with or without

modification).

- 1.7 Unless otherwise stated, all sums payable hereunder are exclusive of VAT or any other applicable tax or duty payable upon such sums, which shall be added if appropriate at the rate prevailing at the relevant tax point.
- 1.8 Reference to 'we' shall refer to the Licensor
- 1.9 Reference to 'you' shall refer to the Licensee

2. Duration

- 2.1 From the Commencement Date the Licensee shall be permitted access and use of Licensor's Application Web Site and the Software in accordance with this Agreement for the Term of this Agreement via the User Login Details provided by the Licensor.
- 2.2 This agreement shall automatically continue on each anniversary date for a further Renewal Period unless either party gives at least 60 days written notice prior to the anniversary date to the contract to the other party.
- 2.3 If either Party gives notice to end this Agreement in accordance with Clause 2.2, then this Agreement shall terminate after 60 days of notice being received without liability to either Party and the Licensee shall cease to use the Licensor's Application Web Site and the Software immediately on the 60th day following notice of termination. The Licensee can extract data from the system at any point up to the termination date.

3. Grant of License and Support Services

- 3.1 Subject to Clause 2.1, the Licensor grants to the Licensee a non-exclusive, non-transferable, license for Users to access the Licensor's Application Web Site and use of Software and the Documentation for the duration of this Agreement, commencing from the Commencement Date.
- 3.2 The Licensor will use reasonable endeavours to operate and maintain the Licensor's Web Site and the Licensor's Application Web Site so that the Users can access the Licensor's Application Web Site in order to use the Application Services, subject to the other terms and conditions set out in this Agreement. The Licensee acknowledges that the connection between the Licensee's Browser and the Licensor's Application Web Site relies upon intermediate networks and systems which are not under the direct control of the Licensor, and the Licensor shall not be responsible for any failure to provide the Application Services or any failure by the Licensee to be able to access the Licensor's Application Web Site or the Software.
- 3.3 The Licensor agrees to provide the Support Services from the Commencement Date for the duration of this Agreement.

- 3.4 The Licensor warrants that the Application Services and the System shall be available 24 hours a day for the duration of the Agreement. Should availability of the Application Services and the System drop below 99.5% availability measured on a monthly basis, the Licensor agrees to refund the Licensee on a pro-rata basis for the active Users and Hosting Fees for the period of unavailability.

4. Licensee Obligations

- 4.1 The Licensee undertakes:
- 4.1.1 not to make available the Restricted Items in whole or in part and in any form, whether for sale or otherwise, to any person, other than Users, without prior written consent from the Licensor;
 - 4.1.2 to use the Restricted Items solely for its business purposes and not to use them to provide any form of bureau services, managed services, outsourced services, sublicensing, time sharing, rental, facility management, or to process data on behalf of a third party or provide any other form of services or access to the Restricted Items to any third party, other than Users;
 - 4.1.3 not to allow any use of the Restricted Items by any persons other than the registered and trained Users specified in The Schedule of Requirements, as may be varied from time to time by agreement between the parties;
 - 4.1.4 not to copy the Restricted Items (other than for normal operation, or as specifically permitted by the Licensor) nor otherwise reproduce the Restricted Items (except to the extent permitted by law);
 - 4.1.5 not to translate, adapt, vary, or modify the Restricted Items;
 - 4.1.6 not to disassemble, decompile or reverse engineer the Restricted Items (except to the extent permitted by law);
 - 4.1.7 to be responsible for providing and configuring a browser and all hardware, software and network connections necessary for a browser to be able to connect to the internet to access the Licensor's Web Site.
 - 4.1.8 to use reasonable endeavours only to access the Licensor's Web Site and the Licensor's Application Web Site using equipment and software specified in the System.
- 4.2 The Licensee shall:
- 4.2.1 notify the Licensor within 30 days after the Go Live Date if the Application Services which have been provided are not provided in accordance with this Agreement. The Licensee will be deemed to accept the Application

Services in the event that it has not provided any such notice to the Licensor within such 30 day period.

- 4.2.2 notify the licensor through the support ticket system any defects after 30 days from the commencement date. Support service level agreement is outlined in Schedule 2.
- 4.2.3 save in respect of the rights to use the Application Services and Support Services granted by the Licensor under this Agreement, the Licensee agrees to obtain all necessary consents, licenses and permissions which are reasonably necessary in order for the Licensee to use the Application Services and Support Services.
- 4.2.4 be responsible for ensuring that the Application Services functionality is maintained and used in accordance with the Licensor's user documentation.
- 4.2.5 ensure that the Licensor's copyright notice [{"© Smart Apprentices"}] shall appear on Licensees marketing and advertising collateral for the licensor's products, user documentation, licensee's website or whenever and wherever the product is referenced.
- 4.2.6 not infer or imply any endorsement of the Licensee's products by the Licensor;
- 4.2.7 ensure that the Application Services input fields and any information categories are correct and meet the Licensee's requirements;
- 4.2.8 ensure that all Users are registered and undertake the training provided by Licensor. The Licensor cannot support any User who hasn't been through their training programme.
- 4.3 The Licensee warrants to the Licensor that it has full capacity and authority to enter into this Agreement.

5. Licensor's Warranties and Obligations

- 5.1 The Licensor warrants to the Licensee that:
 - 5.1.1 It has full capacity and authority to enter into this Agreement and grant the License;
 - 5.1.2 The Application Services when used in accordance with this Agreement and without unauthorised modification, will function materially in accordance with the Documentation supplied;
 - 5.1.3 the Application Services, when used in accordance with this Agreement, will not infringe the Intellectual Property Rights of a third party;

- 5.1.4 It shall in line with the items and dates identified in the Initial Release Plan as set out in Appendix 2 of this Agreement deliver these items in a timely manner (the acceptance of such delivery to be in writing by the Licensee which will not be unreasonably withheld);
- 5.1.5 If it does not deliver the items on the dates identified in the Initial Release Plan as set out in Appendix 2 of this Agreement for each date that is missed it shall return to the Licensee 2% of the Charges for the Initial Period as set out in Appendix 1;
- 5.1.6 The Licensor will use its best endeavours to ensure that the Application Services or the results obtained by using the Application Services are error or defect free but provides no assurance that the Application Services are capable of operation with any equipment or software other than the System;
- 5.1.7 The Licensor will at all times meet its obligations as set out in Schedule 2;
- 5.2 In the event that there is a breach of Clause 5.1.2 or 5.1.3 or any other warranty or indemnity provided in respect of the Software by the Licensor, then upon the Licensee promptly bringing this to the attention of the Licensor, the Licensor will at its sole discretion, either:
 - 5.2.1 correct the Application Services or any of the Restricted Items, within a reasonable period of time; or
 - 5.2.2 terminate the Agreement and refund the Charges in respect of the Application Services

6. Additional Services

- 6.1 Where requested by the Licensee and agreed by the Licensor, the Licensor shall use all reasonable endeavours where circumstances are outside of our control (Force Majeure) to carry out the Additional Services in accordance with any written proposal.

7. Charges

The Licensee shall pay the Charges to the Licensor in accordance with this Agreement as set out in Appendix 1 together with VAT at the applicable rate and payment shall be made without deduction, withholding or set off. The Charges are due and payable within 30 days of undisputed invoice, charged at rates agreed in The Schedule of Requirements, or as may be agreed in writing from time to time and in respect of each subsequent periodic renewal, in accordance with the renewal terms as agreed in writing between the Parties.

- 7.1 The Licensor shall be entitled to increase the Charges annually, by agreeing the increase with the Licensee with no less than 60 days' notice, such agreement to be made in writing and signed by both Parties.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights in the Licensor Materials shall remain vested in the Licensor and/or its licensors.
- 8.2 The Licensor agrees to indemnify and keep indemnified the Licensee against all damages, losses, costs and expenses (including without limitation reasonable legal fees) resulting directly from a finding by an English Court that the operation, possession or use of the Application Services or the Licensor Materials by the Licensee in accordance with this Agreement infringe the Intellectual Property Rights of a third party in the United Kingdom **provided that** the Licensee:
- 8.2.1 gives notice to the Licensor of any such claim of infringement as soon as it becomes aware of such claim of infringement; and
- 8.2.2 gives the Licensor reasonable assistance (at the cost of the Licensor) in connection with the defence of any such claim of infringement and not admit liability or attempt to settle or compromise such claim without the prior written agreement of the Licensor; and
- 8.2.3 uses its reasonable endeavours to mitigate any damages, losses, costs and expenses resulting from such claim of infringement.
- 8.3 In the event of a claim that the Application Services or the Licensor Materials infringe the Intellectual Property Rights of a third party, the Licensor shall be entitled to:
- 8.3.1 procure the right for the Licensee to continue using such Application Services or Licensor Materials or infringing part thereof; or
- 8.3.2 make such modifications to such Application Services or Licensor Materials or relevant parts thereof so that they become non-infringing without incurring a material reduction in the quality or performance of such Application Services or Licensor Materials; or
- 8.3.3 replace such Application Services or Licensor Materials or relevant parts thereof with non-infringing substitutes provided that such substitutes do not entail a material reduction in the quality or performance of such Application Services or Licensor Materials.

9. Confidentiality

- 9.1 All Confidential Information disclosed or obtained as a result of this Agreement shall be kept confidential by the Parties and neither Party shall

use or disclose such Confidential Information. Where such Confidential Information is disclosed by a Party to its employees, agents or sub-contractors, it shall be subject to confidentiality obligations equivalent to those set out in this Agreement. Each Party shall procure that any such employee, consultant, sub-contractor or agent complies with such obligations.

- 9.2 The obligations of confidentiality shall not extend to any disclosure of Confidential Information which either Party can show:
- 9.2.1 is necessary for the proper performance of its obligations under this Agreement;
 - 9.2.2 has been carried out with the prior consent of the other Party;
 - 9.2.3 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
 - 9.2.4 was in its records prior to the Commencement Date (other than from the disclosing Party); or
 - 9.2.5 was independently disclosed to it by a third party entitled to disclose the same; or
 - 9.2.6 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

10. Data Protection

- 10.1 Each Party shall be responsible for its own compliance with the Data Protection Act 1998, or any subsequent variations of this Act.
- 10.2 The Licensee shall be the data controller (as defined in the Data Protection Act 1998 or any subsequent variations of this Act) of the data input into the Application Services by Users which relates to the Licensee's Users. The Application Services include a facility allowing the Licensee to export certain data relating to the Licensee's Users from the System. For the avoidance of doubt, the Licensee is the data controller of this data.

The Licensee hereby provides its consent to Licensor to collect data regarding the Licensee's use of the Application Services for any purpose connected with this Agreement, including, for example, assessing User satisfaction.

- 10.3 Where one Party acts as the data processor of personal data controlled by the other (as such terms are defined in the Data Protection Act 1998) it agrees that it will only process the personal data for the purposes referred to in this Agreement.

10.4 The Licensor warrants that the Data will be held securely on servers based in the UK only.

11. Limitation of Liability

11.1 Except in the case of a breach of clauses 5.1.2 to 5.1.7 neither Party shall be liable in any circumstances to the other Party for consequential, special or indirect losses, or the following losses whether direct or indirect: loss of profits; loss or delay in payment of government grants; loss of revenue; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; harm to reputation; loss of data; (or any losses arising from a claim by a third party for any of the above losses); whether arising under contract, statute, tort (including without limitation, negligence), or otherwise.

11.2 Nothing in this Clause shall exclude or restrict the Licensee's obligation to pay the Charges.

11.3 The Charges have been calculated on the basis that each Party will exclude and limit its liability as set out in this Agreement, and the Parties therefore agree that the limitations and exclusions of liability in this Agreement are reasonable. Notwithstanding this, the Parties liability under this Agreement shall not exceed £1 million.

11.4 The Licensor will not be liable for:

11.4.1 any failure to comply with the provisions of this Agreement if such default is attributable to any extent to the acts or omissions of: the Licensee; the Licensee's agents, employees or contractors; including without limitation, the failure of the Licensee to perform its obligations under this Agreement;

11.4.2 any consequences arising from the Licensor complying with the Licensee's instructions or requirements; or

11.4.3 any consequences arising from the Licensee failing to secure any necessary consents, licenses or permissions; or

11.4.4 any consequences arising from the Licensee or the Users failing correctly to enter information into the System.

12. Termination

12.1 Either Party may terminate this Agreement immediately upon notice in writing to the other Party in the event that the other Party commits a breach of its obligations under this Agreement and:

12.1.1 such breach is material and cannot be remedied; or

12.1.2 such breach is material and possible to remedy and that the other Party fails to remedy such breach within thirty (30) days of having been

required in writing to remedy such breach.

- 12.2 Either Party may terminate this Agreement immediately upon notice in writing to the other Party in the event that the other Party shall present a petition or have a bona fide petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts.

13. Consequences of Termination

- 13.1 The termination of this Agreement shall be without prejudice to the rights and remedies of either Party which have accrued up to the date of termination.
- 13.2 On termination of this Agreement the Licensee shall immediately return to the Licensor all of the Licensor's property (including without limitation Confidential Information) in its possession at the date of termination and the Licensee shall cease to use the Application Services and if requested shall return the Documentation and all updates, upgrades or copies in any form received from the Licensor or made in connection with this Agreement.
- 13.3 Notwithstanding clause 2.2, upon termination of this Agreement, the Licensee, will have 20 working days to print or extract or transition any required data from the solution.
- 13.4 Upon termination of this Agreement, however so occasioned, the Licensor agrees to fully assist with all reasonable requests from the Licensee at the Licensee's cost to transition Users to an alternative site to ensure Users have minimum disruption.

14. Force Majeure

- 14.1 If either Party (the "**Affected Party**") is prevented from complying with its obligations due to Force Majeure, it shall not be in breach of this Agreement or otherwise liable to the other Party (the "**Unaffected Party**") by reason of any delay in performance or non-performance of any of its obligations due to such events.
- 14.2 If such Force Majeure persists for a continued period of 3 months, then the Unaffected Party shall be entitled whilst the Force Majeure persists, to terminate this Agreement immediately upon notice to the Affected Party.

15. Assignment and Sub-contracting

15.1 The Licensee shall not assign, delegate, sub-contract, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of the Licensor.

15.2 The Licensor shall be permitted to assign, delegate, sub-contract, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of the Licensee.

16. Contracts (Rights of Third Parties) Act 1999

16.1 The Parties to this Agreement do not intend any third party to have any benefit under this Agreement. The Parties therefore agree that no third party shall have the right to enforce any term of this Agreement.

17. No Partnership

17.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties to this Agreement.

18. Variations

18.1 No variation of this Agreement shall be effective unless it is in writing and is signed by an authorised representative of each Party.

19. Severability

19.1 If at any time any part of this Agreement or a clause of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected.

20. No Waiver

20.1 No provision of the Agreement shall be waived unless agreed to be waived by both Parties in writing. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by both Parties in writing.

21. Entire Agreement

21.1 This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement (the "**Subject Matter**") and supersedes all other written and oral communications between the Parties relating to the Subject Matter. The express terms, conditions and warranties in this Agreement are in lieu of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise all

of which are hereby excluded to the fullest extent permitted by law. The Parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement. Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes either Party's liability for fraudulent misrepresentations.

22. Law and Jurisdiction

22.1 This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts to which the Parties irrevocably submit.

Schedule 1

1. Application Services

1.1 A hosted solution available for use by the Licensee, assessors, Internal Quality Assurers, External contractors/employers and Administrators via secure logins and passwords.

1.2 The solution will be branded in line with the Licensee logo as part of the initial setup as defined in The Schedule of Requirements.

1.3 The initial setup will also include importing standards into the system and branding of the software. Training to key Users of the system. Mandatory training is included in our price list and access to our online training courses. Employer standards and assessment plans in PDF format will be imported.

1.4 The Licensor will hold a regular backup of the system and the data stored in the database. When a User completes their programme and their license is terminated the Licensee can extract in a soft copy the portfolio for data storage. User data will be retained within the Smart Apprentices software solution for 3 years from their completion date providing the Licensee is still in contract with the Licensor. The Licensor will safely dispose of all User data in line with the DPA within 30 days of this 3 year anniversary but only once it has confirmed with the Licensee that all extracts, prints or transitions that are required have been performed.

1.5 Hosting charges are renewable annually. Licenses are spent when allocated to a User.

2. Termination

2.1 The solution is licensed on an annual recurring revenue model and will automatically renew for another 12 months unless the Licensee notifies the licensor in writing no later than 60 days prior to the expiry of the annual license that you do not wish to renew. If we do not receive 60 days' notification in writing, then the renewal will be binding for another 12 months.

3. Hosting after Termination

3.1 Smart Apprentices can retain a working copy of the e-portfolio software for archived learner's access purposes only after this contract has been terminated or expired at an annual cost of £2,000 for less than 250 Users, £3,500 per annum for more than 250 and less than 1000 Users. For more than 1000 learners there will be an additional annual cost will be £3 per learner per year.

3.2 In addition to 3.1 if you have any 'active' learners remaining in the site that you do not wish to archive you will be given the option to keep these learners active at an additional annual cost of no more than the then agreed price per learner.

If you choose not to renew at the end of the annual contract, and do not wish to enter into a hosting option, you will have an additional 60 days from the anniversary date in which to extract your data after which time the site will close.

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Service Level Agreement

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4. Support Services

4.1 Support will only be provided to the trained personnel of the solution.

4.2 Any support requests will need to be made from the provided URL. The Licensee will need to clearly state the issue as explained on the request ticket. The Licensor will either respond via online ticketing within a 24-hour period. The licensor will then endeavour to resolve the issue ASAP depending on the complexity of the issue.

4.3 Refer to schedule 2 for the detailed support model

5. Excluded Services

5.1 The Licensor will not have responsibility for the content and accuracy of the data stored in the system – either candidate or company information and any evidence uploaded into the solution.

5.2 The Licensor will not be held responsible and cannot support the use of any data that has been exported from the system to be used in other applications.

6. Additional Services

6.1 Training to third party persons or companies can also be supplied, please contact your account manager for details. We train auditors, External Verifiers, candidates, sales staff and employers using the system at an additional cost to the Licensee. The Licensor recommends that the Licensee demonstrates the software solution to their chosen Awarding Bodies to seek approval from their External Verifier(s) at an early stage. In the unlikely event that, after the delivery of any training to External Verifiers, there are issues regarding using the software solution for certification purposes the Licensor is willing to work closely with the Licensee and the Awarding Body to resolve them at no additional charge to the Licensee.

6.2 Additional licenses can also be purchased at any time for use by additional candidates. This can either be arranged and paid for in advance or billed at the end of the first month of use.

6.3 Developments to the solution can be requested for by the Licensee at any time. These need to be made in writing. Depending on the request it will be chargeable if it is a bespoke request for the solution. Alternatively, it may be included in routine upgrades to the solution. Any bespoke developments will need to be agreed between the Licensor and Licensee via a written proposal, which will outline costs, payment terms and timescales for the development. As it is a hosted solution bespoke developments must be rolled out in accordance to suit all users of the solution, and must be planned and announced in advance.

6.4 Deleted data will be investigated at the request of the client through the online ticketing system, if we can restore this data you will be charged £60 per hour if this proves to be the fault of the User.

Schedule 2.

1. Support Model

1.1 The support model is based on the following underlying technology, any required deviation or requirement for changing or supplementing technology may impact on the performance of support.

- Microsoft Developers Support Environment
- Microsoft Azure (Mainland UK geographical hosting)
- Infrastructure (BT)
- Rackspace (UK)

1.2 All support requirements will be routed through SA though our ticketing and escalation process.

1.3 Geo Redundant Storage, replicates data to a secondary region within the UK with Windows Service Failover Cluster

2. Escalation Process

2.1 Normal escalation target response times are open to review throughout any development period to address the opportunities for fix deployment within the development cycle.

2.2 Critical system performance will where possible be mitigated with both elements of resilience as well as potential duplicate redundancies.

Incident Level	Description	Response Time
A	System outage, unable to communicate in anyway with the system.	1 hr within working hours.
B	System area functionality failure, critical feature unusable.	1 hrs response, with resolution identification in 24 hrs.
C	Feature failure, a specific task in the product is not executing in a prescribed way	Acknowledgment in 4 hrs, resolution identification in 24 hrs.
D	Feature/task not available in the system	Acknowledgment in 4 hrs, resolution identification in 48 hrs.

2.3 Escalation process

- A & B Immediate escalation to CTO & CEO
- C 4hrs – Support, 24hrs – Head of Support, 5 Days – CTO
- D 4hrs – Support, Weekly review of failure to determine further escalation.

Signed for and on behalf of Smart Apprentices Limited

Name: _____

Job Role: _____

Signature: _____

Date: _____

Signed for and on behalf of **XXXX**

Name: _____

Job Role: _____

Signature: _____

Date: _____