

SERVICE LEVEL AGREEMENT

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PREPARED BY: GRAHAM HELLIWELL
COMMERCIAL DIRECTOR

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Customer Support Service Level Agreement (SLA)

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1 OVERVIEW

1.1 DEFINITIONS

For Reference any term 'AppSoft', 'Supplier', 'Provider', 'Us', 'We' or 'Our' will refer to Technopoly Limited Company No. 02973268.

'You', 'Your', 'Customer' or 'Client' will refer to any purchaser of an AppSoft Software package with a current and valid software license.

'My World' refers to the AppSoft - My World customer support web portal found on www.appsoftuk.com.

'Super User' is your selected representative who will be trained in all aspects of the core system and for Administrator level operations.

'My World Administrator' is your selected representative who will be responsible for managing log in access and all support requests and activities on this facility.

1.2 PURPOSE AND OBJECTIVES

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between AppSoft and any existing client.

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the Customer(s) by the Provider.

The objectives of this Agreement are to:

- Provide clear reference of roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

1.3 VERSIONING

This Agreement remains valid until superseded. AppSoft are not required to ensure notification of any updated revisions. However we will make our best endeavours to inform our customers when changes occur. The latest version will always be available on our website www.appsoftuk.com.

2 ACCESS TO SERVICES

2.1 STANDARD SERVICE

The provider will deliver all normal day to day support using My World. This online facility will be available 24 hours per day, 365 days per year, subject to the provision of service by our web hosting provider.

My World consists of the following support services:

- A comprehensive ticketed support request system.
- Software guides and training documentation.
- A frequently asked questions database.
- Video guides.
- Customer package and licensing details.
- Community managed forum.

This facility will be the primary source of all customer information and its services are subject to content addition and on-going development.

All requests for support must be registered on My World to assign them a unique reference number and to add them to a resolution queue, and only after all other avenues to resolve any issue have been made with the Super user or using the other support information available on My World.

2.2 HOURS OF SERVICE

The customer help desk will be manned to respond to all support requests registered on My World during normal office hours:

- 8:30 - 17:00 : Monday - Thursday.
- 8:30 - 16:30 : Friday.

2.3 NON-STANDARD SERVICE

2.3.1 EMERGENCIES - Within working hours

Emergency support requests must initially follow the standard service as outlined above.

Only if your Website/Software is inaccessible may you flag a support request as such at the time of submission. These requests for support will be investigated as a priority above standard and current support requests. This flag is for lack of service ONLY and requests deemed otherwise could be prioritised last.

All support requests deemed to be emergencies, once registered on My World, may be followed up with a telephone call to our support office to prioritise them.

In all instances AppSoft will resolve emergency requests in the order they deem to be most urgent.

If telephone contact would assist in resolving requests quicker, AppSoft will contact the request issuer at the time of dealing with the support request and on the contact number they have provided on My World.

2.3.2 EMERGENCIES - Out of hours

This service is provided by prior arrangement only and must only be used for dire emergencies such as server down, or AppSoft system is down which may be due to other external factors.

If the customer chooses to have this emergency out of hours service available to them, a registration fee of £150 +VAT must be pre paid per arrangement per year. An hourly charge of £85 +VAT, with a minimum charge of two hours for each instance of use will then be applied, plus any additional resource time if more than this is required.

Once registered and paid for, an emergency out of hour's contact support telephone number will be provided. This may be used to access this service and to leave a message and contact details.

This service must only be used in the following circumstances.

- Following a thorough diagnostic of server, network and affected computers, and only then if the AppSoft software package has been deemed inaccessible.
- Following work having been undertaken by a third party I.T provider and after every effort has made by this third party to revert affected changes, the AppSoft software package has been deemed inaccessible.
- Following an unexpected power outage and after power having been restored the AppSoft software package has been deemed inaccessible.
- Following multiple and different login attempts, with different PC's across the network, and only if then access to the AppSoft web ordering site is still unavailable.
- Following DNS diagnostics and where a domain name is registered and held by AppSoft a domain name linked to an AppSoft web ordering site is inaccessible where it previously was not.

- If the customer's web ordering site is down, this may also be considered as an emergency. In this case the provider would contact their Internet Managed Web Server Provider to seek their assistance to resolve any issue on their side and to meet their commitments and Service Level Agreement with the provider. Please refer to Managed Web Services Service Level Agreement.

If the person manning the emergency phone is unavailable to take the call, they will respond as a matter of priority as soon as they are available.

If it is outside business hours they will try to ring the customer and find out what is wrong.

A course of action will be agreed and if necessary a support team member may be assigned to connect to the customer's system from their home if required and if possible.

2.4 TYPES OF SERVICE

Support requests made on My World are currently unlimited and available for the life of an agreed licensing period to any customer. Reference to the My World information and support centre including the FAQ's and manuals section must be made prior to making any request for support. We operate a fair usage arrangement and customers who abuse the use of this service may be de prioritised.

Each customer is entitled to one AppSoft product update or server or PC reinstall per year as part of their annual licence.

Each customer is entitled to one Sage re-link per year as part of their annual licence.

Software installations are subject to our minimum system requirements documentation.

Software installations, Sage Updates or relinks and server, PC or router changes require a minimum of one week's notice so as to allow reasonable time for resources to be allocated to these requests. Any requests outside of these conditions may be charged for.

2.5 ACCESS TO SERVICE

A username and password will be provided to the customer's My World Administrator. It will be their responsibility to distribute these details to personnel that require access. AppSoft will only distribute passwords to the designated My World Administrator subject to the security measures outlined in section 7.

2.6 PLACE OF SERVICE

Support requests will be dealt with online and where required via a remote connection service pre-assigned and set up at the time of account activation.

Site visits and training may be scheduled and agreed as per your specific contract Terms of Supply agreements.

2.7 DELAYS TO SERVICE

AppSoft cannot be held responsible for delays in performing specific services providing they have followed and taken appropriate actions as outlined in this agreement.

AppSoft takes no responsibility if the supplier is prevented from performing specific services for any reasons beyond the control of the supplier, or by those which are caused by the client.

2.8 NEW CUSTOMERS AND ONGOING CUSTOMER CARE

Special arrangements are usually made with all new customers to allow more regular and day to day direct telephone contact with their installation support team member. This arrangement is provided to assist the company in getting their new system, installed, configured and operational as soon as possible or in accordance with their agreed installation plan.

At an agreed time, either during the installation period or after completion, each customer will be contacted and provided with a My World login username and password for use with continued support requests.

From time to time customers will be contacted by the customer care team to review their experiences and provide feedback about any issue they were either very pleased about, or for any suggestions on how the implementation process may be improved.

3 PERFORMANCE, TRACKING AND REPORTING

3.1 BENCHMARKING AND TARGETS

Our goals are to respond to support request within the timescales as detailed in **Section 4.3** with either a solution or a proposal of actions to be taken.

All timings given for the resolution of support requests and development work are provided on the basis of our best endeavours and may depend on other factors including:

- The level and numbers of outstanding support requests.
- The resources we have available at the time of the request.
- The time taken for customers to respond to any pending questions or requests for further information required by the support team.

In circumstances where a support request leads to additional development being requested, the support requests will be progressed to an agreed development specification and a costing and timescale for completion would be provided. A signed order form and payment from the customer would be required before any work is commenced. The support request would be closed and reassigned to a development project.

3.2 SERVICE LEVEL REVIEW

In line with its commitment to continually improve its products, AppSoft conducts regular reviews of all support requests. Any areas that are deemed by the AppSoft development team as having potential for improvement may be added to a development wish list. These items may be considered for inclusion as part of the on-going road map for the development and improvement of the systems.

Commonly reoccurring queries with simple solutions will be assigned as a My World FAQ (Frequently Asked Question) or web video to aid in future resolution.

AppSoft operate a feedback program and will always endeavour to introduce into the system changes that we feel would be worthwhile and beneficial to others.

4 SUPPORT DEFINITION AND MANAGEMENT

4.1 OVERVIEW

As each support request is dealt with the response provided by the support team will be entered into My World and a notification email sent to the customer, at the address entered in the system, to inform them that a change has been made to their request.

The support team may request further information or clarification of the issue being reported and will expect the customer to respond in a timely fashion to such requests. Each request and response will be recorded with a date and time stamp.

All support requests are assigned a status to reflect the requests current situation. Status's are subject to change and are outlined as follows:

4.1.1 ACTIVE

A support request that is in the queue to be resolved in turn. A support request with a status of active will always be live and continue to be investigated to resolution.

4.1.2 PENDING

If a support request requires additional action by the customer, the status will be changed to pending to indicate we are waiting for customer feedback. We will take no action on any support request with this status. Support Requests that have had a 'pending' status for over 48 hours may have their status changed to 'closed'.

4.1.3 CLOSED

A support request which has been responded to, and which in the opinion of the support team is completed, will be assigned a status of closed. A closed request can be reactivated at any time if you feel it is still unresolved or if the issue has reoccurred. Adding new notes to your closed request will automatically reactivate your request by changing its status back to 'active'.

Behind the scenes all support requests entered on My World are downloaded into our internal customer and projects database management system.

Within this system support requests may be assigned with additional status flags to allow closer monitoring of any unresolved or reoccurring issues or to initiate further actions as follows:

4.1.4 BUG FIX

The support request may have revealed an issue that the support team have been able to replicate and which in their opinion is a system bug. If the support team cannot provide a work around to resolve the issue immediately, they will endeavour to fix the bug at their

earliest opportunity and to provide either an immediate or scheduled fix as part of our update procedures. The customer will be informed of any agreed action and timescale.

4.1.5 MONITOR

Some problems are 'one offs' in other words they have happened only once or twice and we need to keep an eye on them. Or it may be that the issue reported cannot be replicated either by the customer or by the support team on their in house systems. One off issues are exceedingly difficult and time consuming to track, therefore we will not carry out any investigative work until the problem reoccurs on a regular basis, or until the customer can provide more information to enable a replication of the issue to be confirmed.

4.1.6 TESTING

We may need to carry out testing to ascertain how more complex issues may be identified, or to follow up on a bug fix to ensure that this will not have any knock-on effects within other parts of the system.

4.1.7 UPDATE

Some problems may already have been solved and applied to the latest release of our software indicating that an update to your system would resolve the issue. Updates are normally carried out following your annual licence payment. However, if the problem is major and related to a known bug fix then we will schedule in an update as soon as possible.

4.1.8 TRAINING

The support request may bring to light that the customer requires additional training, in which case an online training session will be suggested with a date to be agreed.

4.1.9 WISH LIST

If the support request relates to a change in the system, which in the opinion of the support team and development manager, will require modifications to the system, then the customer will be offered the opportunity to either pay for the work to be undertaken as a new development, or they can ask for the modification to be put on the Wish List. The Wish List is evaluated on a regular basis and the most popular modifications may be put into the development plan. Known requests for development can also be added to the AppSoft forum where popular suggestions may be added to the forward development plan.

4.1.10 DEVELOPMENT

If the customer requests any new features, modules or reports to be added to the system, or requires their Wish List item to be prioritised for action sooner than planned, they will be asked to define their requirements in more detail. The support and development team will then assess the development for its potential to be added to the system, A development specification will be prepared to ensure that the customer and the Appsoft development

manager have a clear understanding of the specific requirements and deliverables, as well as a cost estimate for doing the work, usually given as a module of pre-paid support hours required to complete the work.

If the customer wishes to proceed with the development, they will be sent an order form and invoice for payment. Once payment has been received a project will be set up for the work and it will be scheduled into the workload.

If necessary, for larger developments we may agree to produce a project plan so that the customer can follow the development and progress the agreed milestones and target dates.

All developments done in this way are subject to customer testing and trials for a minimum period of three months.

Unless otherwise agreed all developments will be made available to all customers as part of the core system and be provided as part of their annual licence update.

New add in module developments will be offered as optional extras to the system and will need to be purchased according to the price list current at the time.

4.2 PRIORITISATION

All 'active', 'standard' requests will be dealt with in the order they arrive to us. We operate a strict first come first serve resolution policy.

All timings will be benchmarked from the time of submission as per their marked timestamp.

If a customer has several active support requests either the My World Administrator or a company director may contact the support team to re-order or prioritize them as they see fit.

Any support requests that AppSoft deem to be an emergency will be flagged as such and be dealt with before any 'active', 'standard' request.

All support requests flagged as emergency will have a status indicator visible to the customer noted against the request.

4.3 SUPPORT LEVELS

Support requests received through My World are monitored throughout the normal working day and triaged to the appropriate level of support.

The following definitions of support levels are provided for guidance only, as each support request logged through My World may require subsequent escalation or de-escalation

according to the information received from the customer and/or the findings of the support team as the support request is investigated and progressed.

4.3.1 LEVEL ONE

All support requests have an initial level of one. Requests resolved at this level typically include:

- General questions.
- Typical software and web issues.
- Requests for training.
- Planned installation dates.

We would endeavour to respond to, complete or escalate level one support requests within **four working hours**.

4.3.2 LEVEL TWO

Support Requests will be either designated directly to this level or escalated from level one if they are unable to be resolved by the initial support team.

Level two support requests may require one of our development team members to be assigned.

Requests resolved at this level typically include:

- New software installation.
- New Sage links.
- Network configurations.
- New server installations.
- Changes to documentation.
- Unusual or complex software or web issues.

If the support request relates to an unusual circumstance, the customer will be expected to provide details and screen shots to illustrate their actions, so that a developer can replicate what they are reporting and provide an appropriate solution. If the reported issue can be replicated and a fix provided, the developer will inform the customer once this work has been done and the support request will be completed.

We would endeavour to respond to level two support requests within **four working hours**.

We would endeavour to complete or escalate level two support requests within **twenty four working hours**.

4.3.3 LEVEL THREE

Support request unable to be resolved by a developer or support requests whose issues cannot be replicated will be assigned to level three.

Level three support requests are investigated by a senior developer who will conduct other lines of investigation and to try to identify and resolve any issues.

We would endeavour to respond to level three support requests within **eight working hours**.

We would endeavour to provide a solution or an agreed course of action within **thirty six working hours**.

5 CUSTOMER DUTIES AND RESPONSIBILITIES

5.1 ACCESS TO PERSONNEL AND FACILITIES

As a requirement of AppSoft providing support, each client must allow remote access to their server or computer hosting our software and to any computers using our software that require any online training or support. AppSoft cannot guarantee support for any computer where access is unavailable.

Remote access is preferred by Microsoft's 'Remote Desktop'. However LogMeIn, Go to meeting or other third party software may be used if prior arrangement, access and setup has already taken place.

AppSoft reserve the right to refuse the use of any third party software not mentioned above.

When working on-site the client will ensure the provider's staff has timely access to appropriate client personnel and will arrange for the provider's staff to have suitable and safe access to the client's facilities and systems.

5.2 TRAINING

As part of purchase of one of our software systems, each customer is allotted a set number of on-site training days and online training hours.

At least one member of personnel will be designated as the super user and trained in all aspects of the system including the administration module.

In addition to training, each customer will appoint a My world Administrator and will be provided with access to online manuals and training media on the My World customer support portal.

It is the customer's responsibility for additional personnel to either request training or ask their super user prior to submitting support requests that can be answered by one of the mediums mentioned above.

In order to maintain the integrity of the client's data, the client will ensure that all personnel who work on their live system are adequately qualified and have received suitable training.

Additional training required after any allotted hours have expired can be requested on My World and may be subject to charges. Any charges will be declared in advance.

5.3 SUPPLY OF INFORMATION

The client is asked not to submit support requests for information that is already available to them.

Prior to submitting a support request the following actions must be reviewed:

- Ask your super user. This person knows the system well and will most likely be able to resolve common misunderstandings with the operation of the software.
- Check the My World Manuals, FAQ's and training videos. More often than not you can get a quick answer to your question in the documentation already available.
- Optionally browse or submit your question on the forum. The forum is open to the wider community meaning many more people are available to offer an answer to your question. Additionally your question will help other people that encounter a similar difficulty in the future to find a fast solution to their query.

Double check your options and settings, if you cannot access your system then check your network connection first.

When submitting support requests customers should enter a title that accurately describes the problem or question. A clear and concise title will allow us to efficiently assign the request to the correct personnel and allow them to resolve the issue more quickly. Titles such as 'Please help me' or 'It doesn't work' are unhelpful and will be assigned a low priority which may result in a delay when dealing with the request.

A clear and concise description is essential to a quick response. Information such as login details, what you were doing before issue occurred, what was clicked and any screen shots of the actual issue being reported always helps. If we require additional details they will be requested, no action will be taken until we hold all the information required.

Customers should be aware that we cannot always give you a clear answer as to why the software or your system may have behaved the way it has, or how the issue may have been caused. The issue may be the result of a wide range of factors, including user actions.

5.4 COURTEOUS AND RESPECTFUL BEHAVIOUR

Please be polite and courteous and appreciate that we want to work with you to resolve any and all issues.

The provider operates a **Zero Tolerance** policy to any kind of abuse to its staff. This includes the excessive use of any bold capital letters or red formatting of text in emails, or any other

form of abusive slang or language, this may be deemed to be an abuse and we may refuse to respond to any such support requests.

If during any phone conversations the client or their staff use raised voices or become verbally abusive or use insulting or derogatory language, then the providers' staff will notify the person being talked to, that the conversation will be terminated until such time as the clients' staff are prepared to continue in a reasonable and constructive manner. They will terminate all such conversations or report any such abuses they receive to the provider's directors who will then escalate the incident to the client's directors for discussion and resolution.

5.5 PROCESSING AND AUTHORISING OF INVOICES

The client undertakes to process and settle invoices by the due dates agreed on their signed order form or written Terms of Supply.

AppSoft do not normally operate a policy to withhold service or to refuse the issue of licence codes for late or non-received payment, without first having provided ample notice and only after exhausting all reasonable steps to secure payment, or to have agreed revised payment terms.

However as a last resort the provider reserves the right to do so and their End User Licence agreement details the terms for termination in this and other respects.

6 QUALITY POLICY

6.1 QUALITY OF SERVICE

AppSoft warrants that all services will be performed in a professional, workmanlike and courteous manner consistent with industry standards reasonably applicable to such services.

AppSoft operate a process of continuous improvement in all aspects of its products and services.

7 SYSTEMS, SECURITY AND DISASTER MANAGEMENT

7.1 CLIENT SYSTEMS

The client is responsible for ensuring that their systems and software meet the requirements published on the My World site.

The client must provide an appropriate broadband connection and bandwidth capability to ensure timely upload and download operations for any web sites being hosted on their behalf by the provider.

The client must maintain their system to ensure that all relevant updates and service packs as appropriate are loaded.

The client must provide and keep updated any anti-virus protection, in addition to any spyware protection, that may be required on their server's and PC's.

The client must undertake to report any virus or other attacks that may have occurred to the provider so that the provider can take any appropriate actions.

7.2 ACCESS TO SYSTEMS

The client is to ensure that the provider's employees are given necessary access to all relevant software and systems in order that the services and support may be delivered and maintained in accordance with the terms of any agreements that are applicable.

7.3 COMPLIANCE WITH CLIENT SECURITY POLICY

In the event that the client operates formal security policies, the provider will ensure that its employees are made aware of such policies and will also ensure on-going compliance with these policy statements. The client will provide the supplier with up to date information on its security policies and will keep the Supplier informed about any changes to these policies.

7.4 THIRD PARTIES

It is not the policy of AppSoft to directly liaise with any third parties unless by prior arrangement with the client, and only then following their formal request and agreement.

The provider reserves the right to provide costs for and to charge for any work that may be required to liaise or work with any third party.

AppSoft reserve the right to refuse direct interaction with any third parties.

7.5 INFORMATION AND DATA SECURITY

7.5.1 BY THE PROVIDER

AppSoft will manage information and data security with reasonable efforts to restrict unauthorized access. The supplier will make best endeavours to ensure that its employees and representatives are fully aware of the risks associated with information and data security issues.

AppSoft will never request passwords via e-mail and such requests should be denied by the client.

Any and all information held by AppSoft that relates to our clients is held in the strictest of confidence. We will not knowingly divulge or disclose any information about any of our clients to anyone without prior consent or approval by a company director.

All data held on our local systems is protected by standard password security policies.

The provider may agree to sign any Non-Disclosure or confidentiality arrangement with any client, provided that this does not infringe their rights to improve and benefit from any product improvement that may have been made for any client, and that the terms of such an agreement do not place any undue burden on them.

For more details regarding our online privacy policies please review our 'privacy policy' documentation available online or by request.

7.5.2 BY THE CLIENT

Under no circumstances must any customer reveal, give out, pass on or divulge their My World login or password to any other customer or third party.

My World may contain potentially sensitive commercial information and it is everyone's duty to ensure that strict confidentiality is maintained.

If any customer becomes aware of any suspected breach of this nature, they must report it immediately to the Support team, who will issue new logins.

7.6 DATA BACKUP

7.6.1 SYSTEM DATA

All clients have a responsibility to ensure there is an appropriate backup and recovery policy in place for both their system and accounts data.

AppSoft conducts routine daily backups of all SQL system related data and holds that data locally for a period of seven days.

AppSoft also hold an offsite duplication of this data with our Managed web server provider along with mirrored data drives.

AppSoft offer these backups as a contingency, however in the result of disaster the ultimate responsibility will be with the client and AppSoft cannot be held responsible for loss of data outside of their control.

7.6.2 APPSOFT MANAGED WEBSITES

AppSoft hold a duplicate backup of all client websites locally along with monthly backups of all websites.

AppSoft also hold an offsite duplication of this data with our managed web server provider on mirrored data drives for use in disaster scenarios.

Website backups do not include SQL data which is sourced from the system.

7.7 CLIENT DISASTER RECOVERY

We recommend all clients have applicable disaster recovery plan in place that is regularly updated and managed.

7.8 SUPPLIER DISASTER CONTINGENCY

The company has a disaster and succession plan in place and this can be provided to any customer on request.

In the event that the customer has a disaster or event resulting in their systems being destroyed or put beyond use, the AppSoft team will, subject to agreement and costs, provide a hosted application on their own servers, provided that backup copies of system and accounts data can be provided.

8 INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

8.1 INTELLECTUAL PROPERTY RIGHTS

Both parties acknowledge the intellectual property rights of the other party whether registered or not.

8.2 CONFIDENTIALITY

Unless obliged by law both parties agree to keep confidential all information concerning the other party's business or its ideas, products, customers or services that could be considered to be "confidential information". "Confidential information" is any information belonging to or in the possession or control of a party that is of a confidential, proprietary or trade secret nature and that is furnished or disclosed to the other party. Confidential information will remain the property of the disclosing party and the receiving party will not acquire any rights to that confidential information.

8.3 SYSTEMS AND SOFTWARE COPYRIGHT

Further to the clauses 1 b 1-6 contained in the providers End User Licence Agreement outlining the limitations of use. The client, whilst complying with these statements and actions, must also ensure that every reasonable effort is made to ensure that the copyright of the system design, screen layouts, reports and all documentation provided to them as part of the product systems, is not divulged to any other third party or persons who may be deemed to be a competitor of the provider. Neither must they pass on any design or other material in whatever form to any such party for any other purposes that may be deemed a breach of confidentiality and or copyright.

9 LEGAL COMPLIANCE AND DISPUTE RESOLUTION

9.1 INFORMAL DISPUTE RESOLUTION

All systems are provided subject to this **AppSoft Service Level Agreement (SLA)**, the **AppSoft Managed Web Services Service Level Agreement (MWSLA)**, any **AppSoft Terms of Supply**, and the **AppSoft End User Licence Agreement (EULA)**. Acceptance is implied and accepted by all customers as part of their signed order form or signed terms of supply agreement.

All disputes will be subject to these agreed Terms of Service.

AppSoft have a strong initiative to create and maintain high levels of customer care. All dispute requests will be investigated impartially and followed up.

9.2 DISPUTE ESCALATION

We will consider any dispute requests valid if the concern breaches in anyway the level of service outlined in this agreement.

If for any reason the customer feels dissatisfied with any actions or conduct, then an attempt to resolve the dispute should initially be done so with the person dealing with your query.

If you feel that the member of AppSoft personnel has dealt with or in unable to deal with your concern in an appropriate manner, then your concern can be escalated from the support team member who is dealing with your request to the appropriate product development manager. You can escalate your request by sending an email to support@appsoftuk.com, or by writing to us noting in the detail of your dispute and actions that have taken place to your dissatisfaction. Please be aware that escalated request cannot always be responded to immediately and time for investigated is required. The customer should allow a minimum of 24 working hours for a response to be submitted. If you do not receive a response within this timeframe a follow up call would be appropriate.

Submitted request should be polite and relate only to the facts. Opinions are subjective and do not always reflect the truth of the matter.

If a remedy cannot be satisfactorily agreed upon, then the issue will be escalated to be investigated by a company director.

It is not the policy or intention of AppSoft to discontinue the service provided by the system to any customer. The AppSoft directors will make every normal effort and any extra special efforts required to personally resolve any issues to the satisfaction of their customer.

9.3 LIMITATION OF ACTION

Neither party may bring proceedings more than 12 months after the actual event occurred except for proceedings for non-payment.

9.4 LIMITATION OF LIABILITY

We cannot give any absolute guarantees for the timings to respond to and complete any support requests, nor can we accept any liability or consequential costs for any actions relating to the initial support request or resolution of a support request, or from any incidental consequences occurring prior to or during customer trials and testing or use thereafter.

The provider is not responsible for any damages caused by the failure of the client or its affiliates or other suppliers to perform their responsibilities. The limitation of liability included in this section will survive this agreement.

10 LICENSING AND TERMINATION

10.1 SOFTWARE LICENSING

Depending on the payment plan agreed for the first year, the customer will be issued with a licence key. This is a date sensitive code that is used to control customer access to their system. This can also be used as a form of staged licence fee payments. Customer care will keep a record of all licences and issue new ones before they are due.

On the anniversary of the first installation of the system on a customers' computer or server, an annual licence fee will become due. On receipt of payment a new licence key will be issued for a 12 month period or for a lesser period if other arrangements have been agreed.

At the time of renewal the customers' system will be updated to the latest version available. A 'What's New' guide will be provided and the customer given the choice to have any new features that are provided as part of the core system, or any add in modules they have already purchased implemented. They will then receive on-going My World support and online training for another 12 months.

10.2 TERMINATION AFTER INITIAL AGREEMENT

This agreement commences at the time AppSoft receive the clients signed order and unless specified otherwise is for an initial period of 12 months. This agreement will be automatically renewed annually for successive one-year periods unless notice is received 180 days before such annual expiry date. The supplier will provide to the client 30 days written notice of any price changes due to take effect from each renewal date.

10.3 TERMINATION FOR CONVENIENCE

Either party may terminate this agreement at any time by giving 180 days written notice to the other party.

10.4 TERMINATION FOR CAUSE

If either party fails to perform its obligations under this agreement and does not, within 30 days of receiving written notice describing such failure, agree to take measures to cure such failure, then this agreement may be terminated forthwith.

10.5 PAYMENT ON TERMINATION

In the event of termination of this agreement for any cause, the client is still contractually bound to continue to pay the supplier up to the effective date of termination for any fees or expenses due for services delivered up to that date.

The client is also contractually bound to pay the supplier in full the remainder of any outstanding instalments for license fees that were agreed at the time of the order.

Our software licence is an annual fee and termination of this contract early does not detract from the initial sum agreed upon.

10.6 TERMINATION ON BREACH OF EULA

Termination may be actioned if the providers EULA terms are found to have been breached. In which case the termination period will be as set out in the EULA.

10.7 TERMINATION TIMESCALES

All of the conditions and restrictions of this service level agreement and EULA will continue to apply to the client for a minimum period of 12 months following the date of termination.