Elecosoft®

Building on Technology®

Agreement for Utilisation of the IconSystem

IMPORTANT NOTICE:

This is Elecosoft's standard Agreement. It helps Elecosoft provide a consistent level of service if agreements are consistent with all clients. If, for any reason, there is a client-led requirement to alter this standard Agreement, Elecosoft reserves the right to charge for any time and/or expenses incurred in that process.

Date of Agreement: DATE

Parties:

(1) Integrated Computing & Office Networking Limited (company number 3127766) a company whose principal place of business is at Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire LE16 7WB United Kingdom ('**Elecosoft'**)

and

(2) Company Name (company number Company Registration Number) whose registered Office is at Company Address ('the **Client'**)

individually "the Party" and collectively "the Parties".

Table of Contents

1 Introduction 3
2 Interpretation 3
3 The IconSystem License to Use 6
4 IconSystem Updates 7
5 User Authorisation 7
6 License and Service Support Fee 8
7 Intellectual Property Rights 9
8 Confidentiality and Data Protection and Security 10
9 Force Majeure 10
10 Liability 10
11 Duration and Termination 11
12 Effects of Termination 12
13 General 13
14 Schedule 1 - Service Level Agreement (SLA) 16
15 SLA - Introduction 16
16 SLA - Services Generally 16
17 SLA - The IconSystem 16
18 SLA - Technical Description 17
19 SLA - Service Targets 18
20 SLA - Support 21
21 SLA - Service Management Processes 22
22 SLA - Support Services Provision 24
23 SLA - Definitions Relating to Clause 22 SLA - Support Services Provision 25
24 SLA - Notes Relating to Clause 22 SLA - Support Services Provision 25
25 SLA - Development Services 26
26 SLA - Changes in Provisions for Clients and Users Outside the Territory 27

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

1 INTRODUCTION

1.1 The Client wishes to use the information management system conceived and developed by Elecosoft and known as the **'IconSystem'**.

1.2 Elecosoft has agreed to configure the Client's data to populate the IconSystem for the Client and to grant the Client a licence to access and use the IconSystem on the terms and conditions of this Agreement.

2 INTERPRETATION

2.1 In this Agreement, the following expressions have the meanings stated, unless the context otherwise requires:

"this Agreement"	means this Agreement including any additional documents referred to herein;
"the Application"	means the computer programmes in object code and databases briefly described in section **17 - SLA - The IconSystem** Schedule 1 - Service Level Agreement;
"Authorised Agent"	means each and any agent, employee, contractor or sub-contractor of the Client who is engaged or employed by the Client to provide construction or design services for the Client;
"Client"	the company/organisation authorised to Use the IconSystem as detailed on the front page of this Agreement;
"Commencement Date"	means the date of Agreement as dated on the front page;
"Content"	means the data provided by the Client and used by Elecosoft to populate the Application for the Client;
"Content Management"	means the addition, amendment or deletion of the Content;
"Development Services"	means the development of the Application by Elecosoft at the Client's request set out in a requirement specification agreed and signed by both Parties;
"Documentation"	means client proposal(s) and training materials relating to the Application;
"Downtime"	means periods when the IconSystem is unavailable to Users;
"Elecosoft"	means Integrated Computing & Office Networking Limited (company number 3127766) whose principal place of business is at Harborough Innovation Centre, Airfield Business Park, Market Harborough LE16 7WB;

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

“Equipment”	means any of the Client’s hardware and computing environment which satisfies Elecosoft’s technical pre-requisites and which Elecosoft agrees may be used to access the Application;
“Fault”	means any failure of code or error within the Hosted Service and/or the Application which causes the IconSystem to fail to meet the features and functionality of the written materials;
“Force Majeure”	means any circumstances beyond the reasonable control of either party including, without limitation, any strike, lock-out or other form of industrial action;
"Good Industry Practice"	means an efficient, effective, reliable, professional and safe manner and with the standard of skill, care, knowledge and foresight which would reasonably be expected from an experienced person engaged in providing services which are the same as, or similar to, the Services;
“Hosted Services”	means hardware, software, firmware and/or communications facilities including servers on which the Application is hosted under the terms of this Agreement;
“Intellectual Property”	means all and any patents, utility models, inventions, copyright, trademarks, registered designs, unregistered design rights, database rights and other intellectual property rights and any application for registration of the foregoing all rights in any secret process, know-how or other confidential information and all rights equivalent to the foregoing in any jurisdiction;
“Liability”	means actions awards, costs, claims damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities;
“License Fee”	means the fees set out in Elecosoft proposals and/or order confirmations;
“Purpose”	analysis of Content and use of it all solely for all purposes relating to estate and property management including the design, construction, maintenance and management of buildings;
“Services”	means the Support Services, the Development Services, Content Management, training and User Management;
“Service Levels”	means the Standard of Services set out in this Service Level Agreement for the IconSystem;
“Support Services”	means the Support Services, the Development Services, Content Management, Training and User Management;

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

"Service Support Fee"	means the fees set out in Elecosoft proposals and/or order confirmations for Support Services;
"The IconSystem"	means the computer prorams in object code and databases briefly described in Clause 17 (SLA – The Icon System) and Hosted Services.
"The Territory"	means the United Kingdom;
"Time Offset"	means an amount of time subtracted from or added to Coordinated Universal Time to get the current civil time;
"Upgrade"	means any upgrade or new release of The Application made accessible to the Client by Elecosoft under the terms of this Agreement;
"Use"	means accessing The Application via the Hosted service from the Equipment to process instructions in The Application for the Purpose;
"User(s)"	an Authorised Agent named or otherwise identified to Elecosoft;
"User Management"	means the administration of permissions for Users to access, view and/or edit the Content (or certain sections of the Content) in the Application via the Hosted service including the granting of, amendment to and removal of such permissions;

2.2 Each reference in this Agreement to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, extended, modified consolidated or re-enacted and any rules and regulations made under it provided that if the amendment, extension, modification, consolidation or re-enactment has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances.

2.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

3 THE ICONSYSTEM LICENSE TO USE

3.1 In consideration of and conditional upon payment by the Client to Elecosoft of the License Fee Elecosoft has configured the Application to reflect the Client's business brands and hereby grants to the Client a non-exclusive license for the Users to Use the Application from the Equipment and to use the Documentation in order to Use the Application, in the Territory for the duration of this Agreement subject to the terms and conditions of this Agreement. Clients and Users outside of the Territory will be subject to provisions contained within **14 Schedule 1 - Service Level Agreement (SLA)**. The license granted shall:

3.1.1 be personal to the Client;

3.1.2 not be assignable;

3.1.3 not permit the grant of any sub-licence.

3.2 Neither the Client nor any User shall itself or by any third party, alter or modify the whole or any part of the Application not merge any part of it with any other software nor, save to the extent and in the circumstances expressly permitted by law, create derivative works from or reverse engineer or decompile or disassemble the Application or attempt to do any of these things. Components of the Application may not be separated and used without being separately licensed by Elecosoft.

3.3 Neither the Client nor any User shall either itself or by a third party alter obscure, remove, interfere with or add to any trademarks, trade names, markings or names affixed to or contained within the Application and/or the Documentation.

3.4 Neither the Client nor any User shall use or permit use of the Application of the IconSystem in any manner which in any way prejudices Elecosoft's legitimate interests or conflicts with the normal exploitation of the Application by Elecosoft.

3.5 The Application may only be accessed and Used by the Users who have been issued with a login ID and password. Use of the same login ID and/or password by Multiple Users is strictly prohibited. The Client and all Users shall effect and maintain reasonable security measures to safeguard login IDs and passwords from access to and/or use by any unauthorised persons and/or for use for any unauthorised purpose. Each User's password shall be confidential to that User and shall not be shared.

3.6 The license under this Agreement shall extend to any Upgrade from the date on which such Upgrade is made accessible to the Client by Elecosoft and all terms and conditions of this Agreement shall apply to such Upgrade as if the same were incorporated within the definition of the Application.

3.7 The Client and all Authorised Agents shall at their own expense provide an internet connection to access and Use the Application and shall be responsible for ensuring such connection operates appropriately including all encryption considered necessary by the Client. Elecosoft shall be responsible for registering and renewing all domain names required to use the Application and the Hosted Service. The Client and all Users are required to ensure they have all rights, licences and consents necessary or appropriate from any third parties not having any Intellectual Property Rights in the Application to Use the Application in accordance with this Agreement. The Client and all Users are required to ensure they have all rights, licences and consents necessary or appropriate to migrate the Content into the Hosted Service and/or the Application and to use the Content as contemplated by this Agreement.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

3.8 Neither the Client nor any User shall input, add to or amend data in the Application via any means other than the Application and/or input any data to the Application other than data lawfully controlled and processed by the Client for its own activities.

3.9 The Client shall use best endeavours to procure that each User observes all applicable obligations under this Agreement and Elecosoft shall be relieved of liability to the extent that it is unable to perform its obligations under this Agreement as a result of any User failing to observe its obligations and the Client failing to procure it to do so. The Client shall be liable for all acts, omissions and defaults of each Authorised Agent and Users as if they were the acts, omissions and defaults of the Client.

3.10 Elecosoft warrants that:

3.10.1 it is authorised to enter into this Agreement and grant the license pursuant to clause 3;

3.10.2 the IconSystem shall perform substantially in accordance with the Documentation and associated specifications, minor interruptions and errors excluded;

3.10.3 the Documentation and training provided by Elecosoft will provide appropriately qualified Users with adequate instruction to enable them to Use the IconSystem in accordance with this Agreement;

3.10.4 Elecosoft shall incur no Liability if a failure to meet any warranties is caused by anything other than the Elecosoft's products and services or any third party products or services as utilised by Elecosoft.

3.10.5 Elecosoft makes no warranty that the IconSystem is error free or that its use will be uninterrupted and the Client agrees that the existence of such errors shall not constitute a breach of this Agreement.

3.10.6 Elecosoft does not give any warranty in relation to third party products or services.

4 ICONSYSTEM UPDATES

4.1 The Client acknowledges and agrees that any part of the IconSystem may be amended from time to time during the continuance of this Agreement provided that where any such change requires system downtime or will substantially affect the functionality or operability of the IconSystem, Elecosoft will endeavour to give the Client as much notice as possible. Elecosoft will use best endeavours to limit scheduled system downtime to that detailed in **14 Schedule 1 - Service Level Agreement (SLA)**.

5 USER AUTHORISATION

5.1 The Client shall be responsible for determining and authorising access to those Users whom it deems appropriate. The management of User designation shall be the sole responsibility of the Client and Elecosoft shall be entitled to rely on any communication by a User without any investigation into whether or not the appropriate level of access right has been granted to that particular User. The Client's designated User Administrator(s) will be required to:

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

5.1.1 provide Elecosoft with a channel/procedure for the authorisation of new Users and security/access issues;

5.1.2 specify what permission levels are to be applied to various User types via a role/permission matrix.

5.2 Where any policy or protocol agreed with the Client dictates, Elecosoft will contact the Client's designated User Administrator via email or telephone within two working days of receipt of each unregistered company application to establish:

5.2.1 whether access is granted or denied;

5.2.2 the appropriate permissions.

5.3 If no reply has been received within a 48 hour period (excluding weekends and statutory and bank holidays in England) Elecosoft will endeavour to contact the Client's designated User Administrator at regular intervals, until contact is made. If there is a significant delay in establishing contact, Elecosoft will also contact the applicant and advise them why a delay is occurring.

5.4 Upon instruction from the Client's designated User Administrator(s), or at the request of nominated Client company administrators Elecosoft will withdraw access to specified Users and/or add or remove specified permissions for specified Users.

6 LICENSE AND SERVICE SUPPORT FEE

6.1 The Client shall pay Elecosoft the License Fee and/or Service Support Fee in accordance with the terms of this clause and as detailed in a separate schedule of fees issued in a proposal or quote/order confirmation.

6.2 In addition to the price banding in the proposal based on client usage, Elecosoft reserves the right to alter the License Fee and/or Service Support Fee on completion of 12 (twelve) months from the start of the Agreement and will give the Client 30 (thirty) days' notice of any changes in writing. If the Client wishes to dispute the License Fee and/or Service Support Fee, notice should be given to Elecosoft in 14 days or less after receipt of the written notice. In the absence of any notice the Client will be deemed to have agreed to the revision. If the parties are unable to reach an agreement, Elecosoft may increase the Licence Fee and/or Support Service Fee, provided that any such increase is capped in line with CPI inflation.

6.3 All License Fees and Service Support Fees and any other sums payable under this Agreement are exclusive of UK Value Added Tax and/or equivalent taxes in other countries which will be added and payable by the Client at the applicable rate and all sums due shall be paid without set-off counter-claim or deduction. Elecosoft's payment terms are 30 days from the date of the invoice.

6.4 Where the payment of any invoice or any part of an invoice is not made in accordance with this Agreement without prejudice to its other rights under this Agreement or in law:

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

6.4.1 the Client will comply with its obligations under The Late Payment of Commercial Debts (Interest) Act 1998. Elecosoft may apply interest on overdue amounts at the rate of 4% above the Bank of England base rate from time to time;

6.4.2 and/or

6.4.3 Elecosoft shall be entitled to suspend the license under this Agreement and/or suspend and/or withhold any Services to be performed by Elecosoft for the Client under this Agreement or any other arrangement. Elecosoft shall only exercise the power to suspend the license after it has first served a notice informing the Client that an invoice is unpaid and giving a further 14 days for payment to be made.

6.5 License Fees and Service Support Fees are payable quarterly in advance. The Client agrees to supply Elecosoft with a valid purchase order prior to the commencement of each quarter period.

6.6 If the Client requests any activity which incurs Elecosoft overnight accommodation expenses, air travel or international travel expenses these shall be approved and paid by the Client within 30 days of receiving Elecosoft's invoice.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 The Client agrees and acknowledges that title to all the Intellectual Property Rights in the Application and the Documentation are and remain the absolute and exclusive property of and vest and remain vested in Elecosoft or its licensor(s).

7.2 The IconSystem and the Documentation comprise Confidential Information of Elecosoft and save as provided expressly in this Agreement neither the Client nor any Authorised Agent nor any User shall copy the whole or any part of the same.

7.3 The Client shall ensure that neither it nor any User nor any Authorised Agent shall assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the IconSystem or the Documentation nor use them on behalf of or save as expressly permitted in this Agreement make them available to any third party.

7.4 Elecosoft agrees and acknowledges that title to all the Intellectual Property Rights in the Content and the Client's trademarks as used within the IconSystem is and remain the absolute and exclusive property of the Client and the Client hereby grants to Elecosoft a non-exclusive license to use the same as required for the performance of its obligations under this Agreement.

7.5 Elecosoft shall keep the Client indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses and all interest, penalties and reasonable legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Client as a result of or in connection with any claim brought against the Client for infringement of a third Party's intellectual property rights arising out of the receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of Elecosoft, its employees, agents or subcontractors.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

8 CONFIDENTIALITY AND DATA PROTECTION AND SECURITY

8.1 Neither Party shall, at any time during the period of this Agreement or at any time thereafter, disclose to any other person, or use for any purpose except as provided by this Agreement, any confidential information proprietary to the other Party (or Users) which has been disclosed to or obtained by it pursuant to this Agreement.

8.2 Both Parties undertake to comply with and shall ensure that their employees, agents and sub-contractors comply with all relevant Data Protection legislation.

8.1 To the extent that any data or information belonging to the Client, and/or Users is personal data within the meaning of the Data Protection Act 1998 ("**DPA**"):

8.1.1 Elecosoft will only process such data in accordance with the reasonable lawful instructions of the Client;

8.1.2 Elecosoft will provide the Client with such reasonable co-operation, assistance and information as is reasonably required by the Client to comply with its obligations under the DPA;

8.1.3 Elecosoft will not transmit such data and information to a country or territory outside the United Kingdom without the Client's express consent; and

8.1.4 Elecosoft will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Client as data controller (which shall include compliance with any data protection or general security policies as the Client may notify to Elecosoft from time to time).

9 FORCE MAJEURE

9.1 If either Party is affected by Force Majeure it shall forthwith notify the other Party of the nature and extent thereof.

9.2 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.

9.3 If the Force Majeure in question prevails for a continuous period in excess of three months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

10 LIABILITY

10.1 Elecosoft shall have no Liability for defects in the IconSystem where the defect has been caused or contributed to by the Client to the extent so contributed.

10.2 Neither party shall have any Liability to the other party for any:

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

10.2.1 loss of profits and/or damage to goodwill;

10.2.2 pure economic and/or other similar losses;

10.2.3 special damages;

10.2.4 aggravated, punitive and/or exemplary damages;

10.2.5 consequential losses and/or indirect losses;

10.2.6 loss and/or corruption of data;

10.2.7 and/or

10.2.8 business interruption, loss of business, loss of contracts, loss of opportunity and/or production.

10.3 Either party shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.

10.4 Subject to Clause **10.6**, Elecosoft's total Liability to the Client in relation to any claim or series of linked claims shall not exceed:

10.4.1 £1,000,000 in relation to any damage to tangible property;

10.4.2 £1,000,000 in relation to any Liability other than for damage to tangible property;

10.4.3 as a total aggregate, Liability in any relevant 12 month period shall not exceed 100% of the amount paid by the Client to Elecosoft under this Agreement in the same 12 month period. For the purposes of this Clause relevant 12 month period means the 12 months immediately prior to the first act and/or omission giving rise to the Liability;

10.5 Each of the limitations and/or exclusions in this Agreement shall be deemed to be repeated and apply as a separate provision for each of:

10.5.1 liability in contract (including fundamental breach);

10.5.2 liability in tort (including negligence);

10.5.3 liability for breach of statutory duty; and

10.5.4 liability for breach of Common Law and/or under any other legal basis

10.5.5 except that the clauses above placing financial caps on Liability shall apply once in respect of all such Liability.

10.6 Neither Party excludes or limits liability to the other Party for death or personal injury due to its negligence, or fraud, or for any other liability which it is not permitted in law to exclude or limit.

10.7 If for any reason the exclusion of liability in clause **10.2** is void or unenforceable Elecosoft's liability for all such loss or damage shall be as provided in clause **10.4.3**.

10.8 Except as expressly stated in this Agreement all warranties and conditions expressed or implied are excluded to the extent permitted by law.

11 DURATION AND TERMINATION

11.1 The provisions of this Agreement shall come into force on the Commencement Date and unless terminated earlier under the terms of this Agreement shall continue in force until either Party

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

gives to the other 6 months' prior notice in writing.

11.2 Either Party may forthwith terminate this Agreement by prior written notice to the other:

11.2.1 if the other Party has committed any material breach of any of its obligations under this Agreement and (in the case of a breach which is capable of remedy) has failed to remedy the same within 30 days after receipt of written notice specifying the nature of the breach and requiring it to be remedied; or

11.2.2 the other Party is, or is deemed to be, unable to pay its debts as they fall due or is insolvent, suspends making payment on any debts or announces an intention to do so, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness by reason of actual or anticipated financial difficulties, has a moratorium declared in respect of any indebtedness, ceases or threatens to cease to carry on business, applies for an interim order under Section 252 Insolvency Act 1986 or has a bankruptcy petition presented against it, has appointed in respect of it or any of its assets a liquidator, trustee in bankruptcy, judicial custodian, supervisor, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case whether out of court or otherwise), pledges or charges any goods or software which remain the property of the other Party, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances; or

11.2.3 the other Party appears due to its credit rating to be financially inadequate to meet its obligations under this Agreement;

11.2.4 the other Party appears reasonably to be about to suffer any of the above events.

11.2.5 for the purposes of clause **11.2.1**, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

11.3 No relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms of this Agreement or the granting of time and powers to the other shall prejudice, affect or restrict the rights and powers of that Party in relation to the other, nor shall any waiver by either party of a breach of this Agreement be considered as a waiver of any subsequent breach of the same or any other provision.

11.4 The rights to terminate this Agreement given by this clause shall not prejudice any other rights or remedy of either Party in respect of the breach concerned (if any) or any other breach.

12 EFFECTS OF TERMINATION

12.1 Upon termination of this Agreement for any reason:

12.1.1 the license under this Agreement will cease immediately and all use of the IconSystem by the Client and all Users shall cease;

12.1.2 the Client shall promptly deliver up to Elecosoft or if Elecosoft prefers, permanently erase or destroy as appropriate all tangible or other records or storage systems, documents, material and/or other media containing or which comprises information all or part of

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

which relates to the Application and/or the Intellectual Property Rights of Elecosoft which may be in the Client's possession, power or control;

12.1.3 Elecosoft shall promptly deliver up to the Client or if the Client prefers, permanently erase or destroy as appropriate, all tangible or other records, documents, material and/or other media containing or which comprises information all or part of which relates to the Client's data and/or the Intellectual Property Rights of the Client which may be in Elecosoft's possession, power or control;

12.1.4 the provisions of clauses 6.6, 8 and 10 shall continue in full force and effect;

12.1.5 each party undertakes to the other that without the prior written consent of the other party it shall not, and shall procure that a person with whom it is connected shall not, directly or indirectly either alone or with, on behalf of or for any other person for an eighteen (18) month period commencing on the date this Agreement is terminated canvass or attempt to employ (which also includes a consultancy arrangement) or offer employment to persons who are on the date this Agreement is terminated or within the twelve months prior to such date were, employed by the other party.

13 GENERAL

13.1 Either Party shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under this Agreement through any other member of its Group (being a wholly-owned subsidiary of that party), provided that any act or omission of that other member shall, for all the purposes of this Agreement, be deemed to be the act or omission of that Party.

13.2 This Agreement is personal to the Client who may not assign, mortgage, charge (otherwise than by floating charge) or (except as otherwise provided in this Agreement) license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of Elecosoft.

13.3 Nothing in this Agreement shall create, or be deemed to create a partnership, or the relationship of principal and agent, between the Parties.

13.4 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

13.5 This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of both Parties, and each Party acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision, except as expressly provided herein, and any implied warranties are hereby excluded to the fullest extent permitted by law.

13.6 This Agreement shall be governed and construed in all respects in accordance with the laws of England, and the Parties agree to submit to the jurisdiction of the English Courts.

13.7 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") or otherwise to enforce any term of this Agreement. The consent of any third party is not required for any variation (including any release or comprise of any liability hereunder) or termination of this Agreement.

13.8 If any dispute arises out of this Agreement in the first instance the matter shall be considered by

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

the Managing Director of Elecosoft and Title of Client Nominee for the Client but if they are not able to resolve the matter within 30 days, then they may elect to refer the dispute to mediation or an alternative form of dispute resolution provided that nothing shall prevent the Parties commencing or continuing Court proceedings at any time.

13.8.1 Any notice or other information required or authorised by this Agreement to be given by either Party to the other shall be given by:

13.8.2 delivering the same by hand;

13.8.3 sending the same by pre-paid registered post; to the other Party at the address given in this clause.

13.9 Any notice or information sent by post in the manner provided by this clause which is not returned to the sender as undelivered shall be deemed to have been given on the second day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

13.10 The address of either Party for service of any legal proceedings concerning or arising out of this Agreement, or for the purposes of this clause, shall be that of its registered or principal office, or such other address as it may last have notified to the other Party in writing from time to time.

13.11 The Parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.

13.12 This Agreement may be executed in more than one counterpart and shall come into force once each Party has executed such a counterpart in identical form and exchanged the same with the other Party.

13.13 Elecosoft shall:

13.13.1 comply with all applicable laws, regulations, codes and guidance relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("**Relevant Requirements**"); and

13.13.2 have and shall maintain in place throughout the term of this Agreement, and enforce where appropriate, its own policies and procedures to comply with the Relevant Requirements, including but not limited to adequate procedures under the Bribery Act 2010.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

Signed by:

……

For and on behalf of: Integrated Computing & Office Networking Limited

Print name:

……

Date:

……

Signed by:

……

For and on behalf of: Client Company Name:

……

Print name:

……

Date:

……

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

14 SCHEDULE 1 - SERVICE LEVEL AGREEMENT (SLA)

15 SLA - INTRODUCTION

15.1 This standard service level agreement (SLA) is a "service-based" SLA in that it is an agreement for all clients using the IconSystem.

15.2 It is our commitment to giving our clients a high standard of customer service, support and care. This document describes the standard level of service that all clients can expect from Elecosoft and the remedies we offer if we fail to provide service at those levels.

15.3 Elecosoft reserves the right to temporarily suspend all guaranteed Service Levels for clients who have not settled invoices within the agreed terms.

16 SLA - SERVICES GENERALLY

16.1 Elecosoft shall provide the Services with reasonable care and in accordance with Good Industry Practice and skill using suitably qualified personnel and in accordance with the relevant Service Levels.

16.2 The Client acknowledges that Elecosoft's success in performing the Services and in achieving the Service Levels is dependent on the Client complying with its obligations under this Agreement. If the Service Levels are not met (other than as a result of a default of the Client or any User or Authorised Agent or Force Majeure) Elecosoft shall, without prejudice to the Client's other rights and remedies, arrange such additional resources as are reasonably necessary and shall take all reasonably necessary remedial action to correct such failure to meet any of the Service Levels as soon as practicable and (except in the event that such failure is as a result of the default of the Client or any User or Authorised Agent or a Force Majeure) at no additional charge to the Client.

16.3 The Parties shall promptly warn each other whenever they have reasonable grounds to believe that any failure on the part of the Client or a User or an Authorised Agent to carry out its obligations under this Agreement or any failure on the part of Elecosoft to carry out the Services will have a detrimental effect on the quality of the Services.

16.4 Elecosoft shall provide such training as the Parties shall agree at Elecosoft's then current rates.

16.5 The Client accepts that the due performance of the Services by Elecosoft is dependent on the co-operation of the Client, the Authorised Agents and the Users and that any delay by the Client, any Authorised Agents or Users may impact on the due performance of the Services. The Client undertakes to promptly and in any event within three working days to comply with any reasonable request by Elecosoft for information, including information concerning the Client's operations and activities, as may be necessary for Elecosoft to perform the Services and will provide direction, information, approvals, content, authorisations or decisions where reasonably necessary for Elecosoft to perform the Service in accordance with this Agreement. The Client will instruct, encourage and educate the Users to Use the Application and prevent Users from by-passing the Application.

17 SLA - THE ICONSYSTEM

17.1 The IconSystem is a modular web-based application which manages building design, specification

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

standards, project information, surveys and registers from the development of new concepts and ideas through to their implementation across a range of properties.

Key Deliverables and Functionality

17.2 Information in the Application is stored in an SQL database and accessed via a Client branded web interface.

17.3 Users of the Application are assigned permissions to access information and functionality as appropriate to their role

17.4 User activity is monitored and various reports can be produced (content and form to be agreed by both parties) to show how the information is being accessed.

17.5 The Application comprises a number of elements each with differing functionality. The Application elements are used together to provide the required functionality.

18 SLA - TECHNICAL DESCRIPTION

Hosting and IT Infrastructure

18.1 The specification of all hardware and software relating to the Hosting Services shall be the sole responsibility of Elecosoft.

Minimum End-User Requirements Specification

18.2 The IconSystem has been designed to operate within the parameters set out below:

	Minimum	**Recommended**
Operating System	Windows 7 OS X Snow Leopard	The latest version of Windows (currently version 10)
Browser	Chrome v16.0 Firefox v3.0 Internet Explorer 11 Opera v15.0 Safari v5.1	Chrome (current version)* Firefox (current version)* Microsoft Edge *
Screen Resolution	1024 x 768	1280 x 1024 or higher - following recommended resolution for PC screen size.
Scripting Settings	Enabled	Enabled
Security Settings	Medium	Medium
Additional Software	None	File viewing / editing software appropriate to the file format being accessed
Optional Add-Ins / Plug-ins	None	**For Revit**: IconBIM **For AutoCAD**: IconCAD **For Windows**: IconSystem CAD File Downloader
Mobile Devices (Internet connection required)	Android: 4.0.2 (Ice Cream Sandwich) iOS: 7	Android (current version) iOS (current version)

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

***Notes**:

- Chrome, Firefox and Opera browsers follow an automated update release schedule which is usually several times per month, testing is always based around the current released version, and we recommend that users also allow these automatic updates.
- Update of Microsoft Edge is automated alongside updates to the Windows operating system; similarly updates to Safari are automated alongside updates to the MAC OS. We recommend that these updates are allowed as any identified security issues are fixed via this process.
- From 1st January 2017, in-line with Microsoft's browser support policy, we no longer support IE9 or IE10; we will continue to support IE11.
- Last reviewed on 11/12/2017; please note that these specification requirements are reviewed annually.

18.3 Subject to the functionality matrix supplied to the client by Elecosoft, the system can be accessed through a range of internet browsers (Chrome, Firefox, Safari, etc.) on a range of devices (tablets, smartphones, etc.). With some devices full system functionality may not be available.

19 SLA - SERVICE TARGETS

IconSystem Availability

19.1 The IconSystem will be available continuously 24 hours per day, 7 days per week, 365 days per year with the exception of Scheduled Downtime (see section **0**), Unscheduled Downtime (see section **19.12**) and Third Party Failure (see section **19.13**).

Fault Reporting, Diagnosis and Response

19.2 Elecosoft will be responsible for the identification, management and resolution of Faults in accordance with this document, which shall include:

19.2.1 identifying Faults in the IconSystem, advising the Client of the same and providing fixes;

19.2.2 providing telephone assistance to the Client in the analysis and correction of Faults affecting the IconSystem;

19.2.3 analysis and correction of all Faults; and

19.2.4 from time to time Elecosoft may provide new releases of the Application or components of the Application.

19.3 Elecosoft will ensure that Faults are dealt with in accordance with the Response and Fix Times set out below and will advise the Client of both progress and the results of any investigation and resolution.

19.4 The Client shall cooperate in so far as is reasonable with Elecosoft's personnel in the diagnosis of any Fault and make available to Elecosoft all information facilities and services reasonably required by Elecosoft to enable it to perform the Services.

19.5 All Response and Fix Times are measured only in Elecosoft's core business hours of 8.00 am to 5.30 pm UK time Monday to Friday excluding statutory and Bank holidays in England. Therefore all Response and Fix Times will be suspended at the end of these core hours and re-started at the beginning of the next core working day.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

19.6 Definitions:

19.6.1 "**Response Time**" means a Fault is logged.

19.6.2 "**Resolution Plan Time**" means an intended plan for resolution is proposed by Elecosoft to, and has been agreed by, the Client. It is measured from when the Fault is logged by Elecosoft.

19.6.3 "**Permanent Fix Time**" means an interim or permanent solution for the Fault has been agreed with the Client and commenced. It is measured from when agreement with the Client has been obtained.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

19.7 Each Fault will be assigned a Severity Level by Elecosoft at the time the Fault is reported (or when Elecosoft reports a problem), in accordance with the Severity Levels set out in the table below.

Severity Level	Typical Impact	Response Time	Resolution Plan Time	Fix Time	Service Credit
1	The Application is not usable for any purpose or Fault prevents uninterrupted and fault free live operation so that Client's work cannot continue without resolution and this has a critical impact on the Client's business. Critical priority	2 hours	4 hours	6 hours	5 mins for every target missed
2	Major degradation of The Application performance or Fault causes major inconvenience but some alternative work-around exists. High priority	4 hours	8 hours	8 working days	5 mins for every target missed
3	Fault causes minor inconvenience. Less frequent Faults. Minor improvements to The Application. Medium/Low priority	8 hours	N/A	2 weeks (variable - agreed with client)	5 mins for every target missed

Exclusions

19.8 Elecosoft is not obliged to Fix Faults attributed to use of the IconSystem with other software or hardware which is incompatible with it or incorrect use of the IconSystem or use for any purpose other than the Purpose or wilful damage by the Client or any User or Authorised Agent and/or any default by the Client or any user or Authorised Agent.

19.9 Where, through no fault of Elecosoft, services are requested which are thought to be within the scope of this document but are subsequently found to be outside the scope they will incur an additional charge at Elecosoft's then prevailing rates and expenses reasonably incurred will be payable.

Maintenance Windows and Agreed Downtime

19.10 All Downtime will be recorded by Elecosoft.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

Scheduled Downtime for the purpose of Maintenance and IconSystem Upgrades will be two hours on the first Saturday of every month (excluding bank holidays, when it will be the second Saturday) generally between the hours of 8.30 am and midday. Also, minor roll outs occur as required on weekdays after 17:30 to roll out enhancements and new functionality.

19.11

19.12 An Unscheduled Downtime allowance will be made for the purposes of Disaster Recovery and Fault fixing amounting to no more than 12 hours per quarter.

19.13 Any Unscheduled Downtime which is beyond Elecosoft's control is excluded from the Unscheduled Downtime allowance. This includes IconSystem unavailability due to third party factors and influences including but not limited to:

19.13.1 Data Centre Failure

19.13.2 Internet Service Provider failure

19.13.3 End User System failure

Review Meetings

19.14 Formal Review Meetings will be held annually. It is the responsibility of Elecosoft's Business Development Manager to arrange the meetings.

20 SLA - SUPPORT

Call Route

20.1 All incidents and requests are to be directed to the Elecosoft Helpdesk by telephone (telephone number on Application Logon page and Home page) or via the Application Feedback facility.

20.2 Elecosoft will operate a two tier level of support: initial assistance will be provided where Faults can be diagnosed and/or responded to by the first level and will be referred to the second tier for further investigation where required.

Hours of Coverage

20.3 Elecosoft will provide a User Helpdesk by telephone from 8.00 am to 5.30 pm UK time on Monday to Friday excluding Bank and statutory holidays in England for Fault reporting and assistance with Use of the IconSystem.

20.4 In the event of closure of the main Elecosoft office, all Helpdesk calls will be diverted to a nominated employee who will perform the Services remotely for the duration of the closure (in accordance with the hours of coverage above).

Management Escalation Process

20.5 The Parties will use all reasonable endeavours to resolve any disputes which arise in relation to Response or assignment of Severity Levels to a Fault in accordance with the provisions of this paragraph. The dispute shall be escalated in accordance with the following table if any one of the persons in the table wishes to do so:

Level	Title	Contact Details

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

Initial Call	Elecosoft Helpdesk	Telephone 01858 436925
Level 1	Account Manager	Telephone 01858 468345
Level 2	Nominated Product Manager	Telephone 01858 468345

20.6 If the dispute remains unresolved after the above escalation levels have been exhausted it shall be referred to Elecosoft's Managing Director who shall endeavour to resolve it and if unresolved within one day, the Parties may elect to resolve the issue by mediation or an alternative dispute resolution procedure.

21 SLA - SERVICE MANAGEMENT PROCESSES

IconSystem Fixes

21.1 IconSystem fixes for Severity Level 1 and 2 Faults shall be implemented by Elecosoft in the manner and timescale that it deems appropriate in order to fix the Fault in line with the Response Times set out in section **19.7**.

21.2 Fixes for Severity Level 3 Faults shall be implemented during the Scheduled Downtime periods detailed in section **0**.

21.3 Any changes to the IconSystem shall be documented by Elecosoft and the Client advised at the next scheduled Review Meeting.

IconSystem Upgrades

21.4 Elecosoft shall notify the Client of Upgrades as and when any Upgrade is published or made available from Elecosoft (whichever is the sooner). Each Upgrade is denoted by an incremental version number. Elecosoft shall provide to the Client details of the Upgrade and any effects which the improved version may be expected to have. The Client is obliged to Use the Upgrade.

21.5 IconSystem Upgrades shall be implemented during the Scheduled Downtime periods detailed in section **0**.

21.6 If requested by the Client Elecosoft will offer the Client's personnel training in Use of the Upgrade at Elecosoft's then current charges.

21.7 Where required, the IconSystem User Guide(s) shall be updated by Elecosoft and republished no later than two weeks following an Upgrade.

Incident

21.8 Any interruption to the Availability of the IconSystem should be reported to the Elecosoft Helpdesk.

21.9 The Severity Level will be assigned in accordance with section **19.7** and the appropriate action taken in line with the Response Times.

Fault

21.10 Elecosoft shall review the Service Reports to identify any recurring Faults and take appropriate measures to prevent or limit re-occurrence.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

Service Desk

21.11 Other than Incident and Problem, the Helpdesk will assist Users by:

21.11.1 giving advice and assistance regarding logon

21.11.2 reactivating 'disabled' Users due to 3 failed logon attempts (permissions remain as previously assigned)

21.11.3 resetting a User's password (Elecosoft will not give out password details over the telephone; instead Users will be directed to the "Reset password" button on the login page).

21.11.4 giving advice and assistance regarding general navigation and locating specific information within the site.

Capacity and Performance

21.12 The current and forecast IconSystem Capacity shall be reviewed at the Review Meetings. The Client shall be required to advise Elecosoft of any likely increase in data storage, transmission or user activity due to its forthcoming programme of work.

Monitoring – Thresholds

21.13 Elecosoft shall utilise proprietary software for monitoring disk space, CPU usage and bandwidth. Acceptable thresholds shall be defined by Elecosoft based upon recent trends and analysis of the data over a three month period.

21.14 In the event of a threshold being reached, Elecosoft shall propose a solution, including additional costs if applicable, at the next Service Review Meeting. In the event that the threshold breach is likely to cause a problem before the next scheduled Service Review Meeting, Elecosoft will advise the Client of the proposed solution and any additional costs.

Configuration

21.15 Elecosoft shall maintain a record of all hardware and software used in the support of the Application. This information is stored in a database and is updated upon purchase of new hardware or installation of new software.

Release / Software Control

21.16 All software files are stored in a software revision control tool. Every version is saved with a reason for change comment.

21.17 The set of files that comprise each IconSystem Upgrade release is assigned an IconSystem version number, which is displayed on the Home Page.

21.18 Prior to each IconSystem Upgrade the Application is isolated and tested on a test server. It is then tested on a replica client site prior to release. The previous IconSystem version can be restored if necessary either from the nightly backup or individual files can be restored from the software version control tool.

Continuity

21.19 Any request for a change to the frequency, structure or nature of the Backup Procedures should

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

be raised with the Content Team Manager.

21.20 Any request for testing of Disaster Recovery or other procedures should be made in writing to Elecosoft's nominated Product Manager. Elecosoft will require at least two weeks' notice in order to make arrangements with the relevant Data Centre(s), and to arrange availability of suitably qualified technical personnel.

22 SLA - SUPPORT SERVICES PROVISION

22.1 Elecosoft shall provide to the Client such man days Support Services per annum as is set out in separate schedule of fees issued in an Elecosoft proposal or quote/order confirmation or such increased Support Services as the Parties shall agree. The man days are allocated on a monthly basis but if the Client does not fully utilise its monthly allocation in any one month, then up to 10% of the remaining man days for that month may be carried over and utilised in the following month provided that this Agreement remains in force. After one month or on termination of this Agreement any unutilised man days for Content Management expire. Any man days carried forward will be scheduled in accordance to Elecosoft's available resources.

22.2 If the Client forecasts that additional Content Management may be required for specified periods, the Client may reserve such man days of Support Services from Elecosoft up to six months in advance and subject to availability Elecosoft will guarantee to provide such additional Support Services at such rates and at such times as agreed between the Parties. If the Client does not reserve such additional Support Services but requires more than the allocated man days Support Services in any one month, Elecosoft will endeavour but cannot guarantee to provide such additional Support Services at its then standard man day rates.

22.3 The Client shall be fully responsible for the accuracy and completeness of the Content before it is migrated to the Application and for ensuring the Content remains accurate and up to date. The Client may change the Content and initiate Content Management at any time via the Change Management System procedure set out in Clause **22.3.1** and the interpretations in section **23**.

22.3.1 The Client shall raise a Standards Change Request with one of its nominated Gatekeepers and when its relevant nominated Gatekeeper has agreed the nature and detail of the Standards Change Request the Client's nominated Change Requestor shall raise that Standards Change Request with Elecosoft either via the Change Management System or verbally or in writing via the Client's Standards Administrator.

22.4 Elecosoft shall not be liable to make any change to Content unless a written authorisation in the form of a Standards Change Request is received by Elecosoft or a verbal authority is received from the Client's Standards Administrator. All changes logged via the Change Management System shall be handled by Elecosoft in accordance with the relevant Service Levels as set out in section **22 SLA - Support Services Provision**. If the Client wishes to change Content otherwise than via the Change Management System, it may do so if it wishes to supplement existing Content or implement a non-material change to the Content. Elecosoft will make such a change to Content only on the express written or verbal instructions from the Client's Standards Administrator the Application will not record such changes and Elecosoft shall not incur any Liability for any such change.

22.5 The Client shall provide sufficient information to enable Elecosoft to effect all changes to Content requested by the Client and the Client shall be solely responsible for the publication of all changes to all its relevant Users.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

22.6 Following each application for access via the IconSystem registration process Elecosoft will activate new Users by assigning a User's permissions in line with the policy agreed with the Client and issuing the User's elected password. Elecosoft will amend and remove such permissions in accordance with the Client's request.

23 SLA - Definitions Relating to Clause 22 SLA - Support Services Provision

23.1 A '**Change Request**' is an instruction by the Client (via designated Change Requestor(s)) to add, amend or remove information from the Content. It is logged on the Standards System as a new Change Request by the Change Requestor. It is the responsibility of the Change Requestor to provide all necessary information to enable Elecosoft to implement the change.

23.2 The '**Response Period**' is the period of time taken by Elecosoft to review and action a 'Change Request', and to submit it for approval to the initial Change Requestor. It does not include the time taken for the Change Requestor and Gatekeeper to approve the change and for the change to become 'Live' on the IconSystem.

23.3 The '**Time Estimate**' is an estimate of the time taken (in man-hours, -days or -weeks) to implement the change. Where more than one person is assigned to a particular task, the Time Estimate will be greater than the Response Time, as both people will be working in parallel.

23.4 A '**Change Requestor**' is a User with the ability to create 'Change Requests' on the Standards System, and to subsequently approve or reject the change when submitted by Elecosoft.

23.5 A '**Gatekeeper**' is a User charged with final approval of a Change Request. Once a Change Request has been approved by the Change Requestor, it passes to the nominated Gatekeeper for approval or rejection.

23.6 The '**Allocated Resource**' is the level of dedicated human resource allocated to the Client on a monthly basis. This can be either an 'Account Coordinator' or a 'Data Assistant' or a combination of the two, depending upon the nature of the work.

24 SLA - Notes Relating to Clause 22 SLA - Support Services Provision

24.1 Response Periods exclude all weekends and statutory and Bank Holidays in England.

24.2 The Response Periods quoted are dependent upon the existing client workload. If the Allocated Resource is fully engaged with other tasks for the Client, then the Response Period commences from the point at which the Allocated Resource has completed the outstanding work, or additional resources (agreed with the Client) have been allocated.

24.3 If there are any queries with the information provided in the Change Request, Elecosoft will prepare and submit a query list to the Change Requestor. At this point the Change Request goes On Hold, and the Response Period is suspended whilst the queries are being resolved. In the case of 'small' queries such as seeking clarification, communication is likely to be verbal (via a telephone conversation), in which case the outcome will not be logged. All other queries will generally be electronic (e-mail), the progress of which can subsequently be tracked and resolution times recorded. Once all queries relating to the Change Request have been resolved,

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

Elecosoft will endeavour to implement the remainder of the Change Request within the remaining Response Time, but this will be dependent upon the number of other Change Requests which have been logged in the meantime, or due to the need to re-work information already amended.

24.4 If a change is rejected by either the Change Requestor or the Gatekeeper the reason for the rejection must be clearly stated on the rejection form. Following receipt of a rejection, Elecosoft will then re-work the change as a priority, subject to agreement with the Client. The response time for the re-working will depend upon the nature of the rejection, and the estimated timescales will be communicated to the Client if required.

24.5 Elecosoft will endeavour to maintain communication with the Client regarding the relevant priorities and deadlines for the various Change Requests. Whilst Response Times provide an indication of how long a Change Request should typically take to implement, Elecosoft cannot be held responsible for delays beyond their control, such as failure to provide sufficient information, failure to respond to queries, or amendments during the implementation of a Change Request.

24.6 It is the Client's responsibility to inform Elecosoft of relative priorities in workload, and to agree reasonable timescales in which the various Change Requests can be implemented.

24.7 Elecosoft will endeavour to respond to the relative ups and downs in demand on resources, and to keep the Client informed of the progress of the relevant Change Requests and time spent.

24.8 In general, response times will be better when the IconSystem Templates have been used as source information, as this normally leads to a more comprehensive level of information being initially provided, as well as fewer queries being generated.

25 SLA - DEVELOPMENT SERVICES

25.1 The Client may engage Elecosoft to provide bespoke Development Services, and in consideration of payment of the relevant fees Elecosoft agrees to provide the Development Services on the terms of this Agreement.

25.2 All Development Services to be provided will be agreed by the Parties and set out in a requirements specification. Except as may be agreed by both Parties in writing by way of a requirements specification, every engagement after the date of this Agreement or undertaken in contemplation of this Agreement will be subject to this Agreement. Any other terms and conditions other than those in this Agreement or in any requirement specification are expressly excluded. If there is any inconsistency between the terms of this Agreement and those of the relevant requirements specification issued after the date of this Agreement, Elecosoft will be deemed to have accepted such requirements specification on the terms of this Agreement.

25.3 Elecosoft is not authorised to undertake any development work for the Client which is not the subject of a requirements specification properly authorised and signed on behalf of the Client. The Client shall pay for all Development Services set out in an authorised requirements specification signed by the Client. All Intellectual Property rights in any software or database or any other works arising from all Development Services shall vest in and be the exclusive property of Elecosoft.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com

26 SLA - Changes in Provisions for Clients and Users Outside the Territory

26.1 Elecosoft will endeavour to provide all services with the following provisions for those Clients and Users who reside outside the Territory with a different Time Offset.

26.1.1 Where the Client Time Offset does not support telephone contact, communication will be carried out by email or via the Application Feedback facility.

26.1.2 Elecosoft will endeavour to use telephone contact, where applicable, if there is an overlap of Elecosoft's hours of coverage and the Client or Users Time Offset. Elecosoft will respond to Client and User communication during the Territory's hours of coverage.

26.1.3 A Fault Response table will be provided by Elecosoft at the Client's request should they want support outside of the Territory's hours of coverage. This may incur additional charges.

26.1.4 Elecosoft will endeavour to carry-out Scheduled Downtime outside of the Client's working hours.

Elecosoft Market Harborough
Integrated Computing & Office Networking Ltd, Harborough Innovation Centre, Airfield Business Park, Market Harborough, Leicestershire, LE16 7WB

Contact
+44 (0) 1858 468 345
www.elecosoft.com/iconsystem
iconsystem@elecosoft.com