G-CLOUD 9
TERMS & CONDITIONS

DIGITALLY TRANSFORMING ORGANISATIONS.

CONTACT

ADDRESS
Tascomi Ltd
3 Ballynahinch Street
Hillsborough, BT26 6AW
County Down, Northern Ireland

PHONE
0845 119 6020

EMAIL
enquiries@tascomi.com
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION 1.</th>
<th>DEFINITIONS</th>
<th>PAGE 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 2.</td>
<td>OWNERSHIP</td>
<td>PAGE 5</td>
</tr>
<tr>
<td>SECTION 3.</td>
<td>TERMS</td>
<td>PAGE 6</td>
</tr>
<tr>
<td>SECTION 4.</td>
<td>SCHEDULED MAINTENANCE</td>
<td>PAGE 7</td>
</tr>
<tr>
<td>SECTION 5.</td>
<td>RESPONSE TIMES</td>
<td>PAGE 8</td>
</tr>
<tr>
<td>SECTION 6.</td>
<td>ESCALATION PROCEDURES</td>
<td>PAGE 9</td>
</tr>
</tbody>
</table>
SECTION 1. DEFINITIONS

Charges means all charges for Professional Services, Product, Licences and Support.

Confidential Information means any information that is deemed by the disclosing party to be confidential in nature. This includes the Product and any associated documentation.

Customer means the contracted buyer/customer/client.

Customer Data means all data processed by The Provider, or supplied to Tascomi for the duration of this agreement.

Documentation means any document (electronic or otherwise) shared between the contracted parties to include training manuals, proposals, screenshots etc.

Ongoing Fees refers to any agreed recurring fee such as User Licences and Support costs.

Product means the software application, which has been purchased by the Customer, to be supplied by the Provider.

Provider refers to "Tascomi Ltd."

Service means the provision of access to the product, supplied by the Provider, if the Customer has chosen for the Provider to host the application(s).

User is an individual person, who requires access to the Service, and will have a unique username and password. For data security and integrity reasons, shared or generic usernames and passwords should not be used, and may void this contract.
SECTION 2. OWNERSHIP

Tascomi software is provided on a User Licensing basis, which gives the customer the right to use the software. All users of Tascomi products require a licence for the product or products that they use.

At all times, the ownership of the software and associated intellectual property remains with Tascomi. The Customer does not acquire any Intellectual Property Rights in relation to the software, design, documentation or other materials used by the Provider in the provision of the Product and/or Service.

The Customer may not share, offer for sale, gift, sell or provide to any third party any screenshots, Documentation or access to the software unless under the express consent of Tascomi.

At all times, the data generated by the Customer, or provided to the Supplier, shall remain in the ownership of the Customer unless otherwise stated. This Customer Data shall not leave the legal jurisdiction of the Customer, and will not be passed or sold to a third party by the Provider, without the written consent of the Customer.

From the User records in our Products, we may collect the following information:

- name and job title
- contact information including email address

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve the services that we provide to your organisation.
- We may occasionally send promotional emails about Tascomi products, special offers or other information, which we think you may find useful using the email address you have provided.
- Occasionally, we may contact you by email, phone, fax or mail for market research purposes.
SECTION 3. TERMS

The Terms included are to be applied in addition to the terms of the G-Cloud 9 Framework and the terms and conditions within the associated Call Off Agreement.

3.1 - The following Services will be provided to the Customer by the Provider.

- Customer Support for defined Number of Users
- Right to Use the defined Product for the defined Number of Users
- Hosting Services, as detailed within the Service Definition
- Data Security Services, as detailed within the Service Definition
- Backup Services, as detailed within the Service Definition

The Customer undertakes to pay the Ongoing Fees for the duration of the agreement. Additional fees may also be payable to the Provider for any other services or products, such charges to be based on the Provider’s then current charging rates, at mutual consent.

3.2 – Payments, Payment Terms and Charges

Tascomi will invoice the Customer for Charges based on the payment schedule agreed. Where a payment schedule has not been presented in advance, Tascomi’s standard payment schedule will be applied:

- 100% of Initial Software Licences payable on agreement
- Professional Services payable as consumed
- Annual Support and Licence Fees, payable on the go live date and the anniversary thereafter.

Invoices will be sent to the Customer 30 days in advance of due date, and are payable on receipt.

The Provider is entitled to charge the Customer interest in respect of late payment of any sums due under this Agreement, on a daily basis at the rate of 8.0 per cent per annum above the Bank of England base rate from the due date until payment.

All charges presented will be exclusive of VAT or other local taxes, which will be stated within the invoice where applicable.

The Annual Maintenance and Support Fee covers the number of users set out in the agreement. Any increase in the number of users may result in a pro-rated increase for that period. If such increase occurs during the remainder of that period as well as future years will be subject to the pro-rated increase. A reduction in User Licences may be requested in writing, with notice given no later than 90 days before the associated invoice would be due to be issued. The reduction must not be lower than the Minimum Number of User Licences.

The Provider is entitled to increase the Annual Maintenance and Support Fee, by giving at least 90 days prior written notice to the Customer.
SECTION 4. SCHEDULED MAINTENANCE

Where possible, the Provider will attempt to perform maintenance tasks outside of normal working hours. In the unlikely event of unscheduled downtime, where the Provider may have to perform emergency maintenance tasks in order to restore Services to the normal level, the Provider will aim to provide notice of this if possible.
SECTION 5. RESPONSE TIMES

Customer Support Requests are defined as either an Incident or a Change Request.

An Incident:

“An Incident is an unexpected event or failure that degrades, or threatens to degrade the agreed quality of service.”

Meaning, an event that causes the Product and/or Service to not operate as specified.

Notifications to Customer support submitted via the Provider’s “Customer Support” web page, and emails sent to the Provider Customer support email address will be acknowledged within 1 hour of receipt.

Details of the incident and contact information will be taken from the submitted information, a service request will be raised, and the service request number will be returned to Customer in the automated response.

The Provider will allocate the request to an appropriate support analyst and an appropriate priority level based on:

- Impact – the number of Users affected, and the extent of impact on the Customer’s normal business activity.
- Severity – how severely the Customer’s normal business activity is impacted.

Based on the information gathered above, the Provider will allocate the support request for completion. The Provider will use reasonable endeavours to ensure that work will commence within the times specified below.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Description</th>
<th>Target Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>A critical problem with the running of the Services, notably to perform in accordance with the facilities, functions and capacity set out in the relevant technical documentation (other than a major issue)</td>
<td>1 Day</td>
</tr>
<tr>
<td>Major</td>
<td>The major issue which allows user(s) to continue to perform their business function in a restrictive manner, and seriously reduces the efficiency of the user(s) within the business.</td>
<td>1 Month</td>
</tr>
<tr>
<td>Minor</td>
<td>Minor issues, which are superficial in nature and do not impact the working of the Product or Service.</td>
<td>Next Agreed Release</td>
</tr>
</tbody>
</table>

A “Temporary Fix”, or Workaround, may be issued by the Provider’s Support Analyst in order to allow normal business activities to continue into a Permanent Fix can be implemented.

A Change Request:

“A request which requires an adjustment to the system, beyond the existing functionality and features described in the agreed Specification.”

Requests of this nature will be progressed in accordance with our Change Management Procedures, which have been agreed with the Customer outside of this agreement.
SECTION 6. ESCALATION PROCEDURES

The Provider may escalate any support request based on the time that a call remains at a particular status and those of particular impact/severity.

The Customer may also request escalation by contacting the Provider’s Customer support desk, within the Service Hours.

Escalation Levels:
1. Support Analyst notified
2. Support Analyst and Team Leader notified
3. As above, and Support Manager notified
4. As above, and Director notified

The Provider may also trigger a Reverse Escalation Procedure, when progress on a Support Request has been halted/delayed due to the need for feedback/clarification/input from the Customer. In these instances, the Provider’s Project Manager will contact the Customer Project Manager, or the Project Executive.