

# Infoworks Service Level Agreement

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## ***This document***

In the past we've had support contracts, development contracts, quotes with clauses, terms and conditions and service level agreements.

This document is not pretty or elegant, but it is a single place to look for any and all of the standard contractual issues and many of the practical issues which affect our work with you.

Our business is constantly evolving, and we always try to keep this document in line with it – it will change over time as we do. The current - in-force - version of the document will always be available for you, but we will not circulate new versions.

This document supersedes all prior versions and is effective from 30 October 2019.

## ***Contract***

In this contract "Client" / "you" is your organisation. "Service Provider"/ "supplier" / "we" is Infoworks.

## ***Services Supply***

### **Acceptance of Terms**

Returning a signed quote by email or fax is deemed acceptance of these standard terms and conditions of supply. Clients with on-going contracts are deemed to accept these terms and are not required sign anything to indicate acceptance. If you object to any aspect of these terms, please let us know.

### **Amendments and Cancellations**

If the Client wants or needs to vary/ cancel an order for services then Infoworks can reasonably charge for costs associated with this, eg admin costs, loss of earnings. A charge of 10% of the original order will be made if less than 1 week's notice of cancellation/ variance is given.

### **Payment Terms**

Payment terms as specified in the Invoice or Client quote must be honoured. Where payment is late, we will charge for extra administration and interest as per statutory entitlement. Our usual terms are payment at point of invoice or 30 days of supply as stated on the invoice.

### **Software Upgrades**

All software is the Responsibility of the Client. The Supplier may advise on upgrades but will not impose upgrades and will typically continue to support obsolete software but may charge extra for doing so.

### **Ownership**

All original materials including, but not limited to programs, listings, printouts, flow charts and documentation produced by the Supplier under this agreement shall be given and belong exclusively to the Client. The Supplier hereby agrees to assign, and does assign, all copyright and all other intellectual property rights in these materials to the Client. The Client agrees that it will grant the Supplier a non-exclusive licence to use the materials in connection with work to be done by the Supplier for a third party.

### **Development by Client Staff**

Whilst the Supplier does not encourage development of software by Client staff, the Supplier will be flexible and try to facilitate this where required.

The Supplier will work collaboratively with the Client to aid skills transfer and reduce costs.

For example, the Supplier may use a workflow such as this:

- a) Client / Supplier agree specification
- b) Client staff perform assigned development tasks
- c) The Supplier takes ownership, audits/fixes where applicable and performs assigned development tasks

The Supplier insists that one party holds primary responsibility for development at any one time.

Without a specific audit/fix stage the Supplier will not guarantee the quality of development by Client staff, and if such work causes problems in the software the Supplier will view any remedial work as chargeable work.

## **Accessibility & Usability**

Infoworks works with disability charities and experts build accessibility and usability into our design process – we deliver browser-based applications which are accessible and easy to use and understand. But we are information systems experts; not accessibility experts (though we can recommend one if needed).

Accessibility and usability are not always synonymous. The Client should also be aware that changes to software over time may help usability but impinge on strict accessibility compliance. Further, compliance is a moving target and what is viewed accessible now may not be accessible next year.

We do not guarantee that our software will always comply with any single standard. We exist to realise your business requirements in software. If your requirement includes compliance with a standard you must not sign off the software as complete until compliance is achieved. Once you sign a requirement off as complete, we will view as complete. In the final analysis it is the Client's responsibility to test the software we provide before acceptance to ensure compliance.

## ***Application Support/ Installations***

### **Off-Site Work**

The Supplier will try to undertake as much work and preparation at the Supplier office as remote access will allow, to minimize disruption to the Client organisation.

The Supplier's primary method of support is via remote access.

### **Weekend/ Out of hours Support/ Installations**

In some instances, to minimise disruption to Client staff it's most efficient and more practical to undertake work at the weekends or out of usual office working hours. We will usually charge extra to carry out this work.

### **Excess Time**

Where work is charged on a per day basis (i.e. workshop or database maintenance days) then extra hours beyond the standard seven hour working day will be charged pro-rata or if we need to visit again for extra non planned or anticipated work we reserve the right to charge for the extra time. Where possible, this will be discussed before return visits. Work needed but not mentioned at the point of quote may also be charged as extra.

## **Support Service Level Agreement**

Support Contract terms and conditions as follows:

### **Response times**

Infoworks has dedicated support staff answering the phones every day between 8:30am and 5pm.

Typical response times:

0-1 hour – phone support and/ or remote access to attempt to resolve the issue

40% of calls are fixed within the first hour.

75% of calls are fixed within the same day of being reported.

95% of calls are fixed within 2 working days.

NB this means we'll provide a response to an issue logged and endeavour to fix that issue, but some issues may take longer than stated to fix. Most fixes occur inside an hour. We are happy to negotiate different terms and service levels for specific requirements.

### **Call Logging**

All incoming calls are logged within our call handling database and are allocated a callout number.

The caller must give the following information:

- Organization name
- Caller name
- Application the call is regarding
- Problem description
- The user is expected to give a brief and accurate description of the problem including what they were doing or trying to do, details of any error messages etc.

### **Diagnosis as part of call logging**

The service provider will then begin to diagnose and solve the problem. The caller is expected to work with the support staff to help them check any fixes that are made.

### **Call Prioritising**

Calls are prioritised from 1 to 99 as they are logged. Typically, we solve over 40% of problems at initial logging. 75% of calls are fixed on the same day. Calls remaining on the log are re-prioritised at the end of each day.

There may be instances where the Client needs a faster fix than that specified in the contract. Where possible the service provider will attempt to meet such requests, but providing such escalation is rare, eg 1-2 times per annum. If the Client is demanding more frequent escalation the provider reserves the right to renegotiate the contract.

### **End of Call**

At the end of a call there are 2 possible outcomes:

Sorted – the issue has been fixed and email notification is sent

New – the issue needs more investigation

## **Contacts and Co-ordination**

The Client will nominate a primary contact who funnels all calls to the provider, who maintains an internal call log and who acts as first line of fault fixing. We expect this person to be familiar with the system.

As support staff work on a rotating basis, we cannot guarantee the same person will deal with all calls.

If the Client has queries or is unhappy on any support related issue, they should call the provider's primary contact as soon as possible.

## **Disaster Recovery/ Backups**

All Clients should have a disaster recovery plan of some kind in place. It should provide a contingency plan should the application(s) be unavailable for a period of time. Infoworks will be happy to help in the creation, implementation and activation of such a plan under the database maintenance days purchased.

## **The Support Schedule**

The Support or Contract Schedule is information maintained inside the provider's iSafe database available to clients on request. It comprises:

- Applications supported
- Support status and date effective from
- Original start date
- Period of the contract
- Provider and Client Contact Details

Support is a safety net to maintain the core operation of the applications as detailed in the support schedule. It does not cover system enhancement and development or training.

New applications written during the year will normally be added to the schedule and where necessary any revised costs will be agreed between client and provider in advance.

## **Service Times**

Service will be provided between 8:30am and 5pm Monday to Friday excluding bank holidays. Weekends and evenings can be covered by special arrangement between Service Provider and Client at specified rates.

## **Passwords and Documentation**

Ownership of passwords and documentation is the responsibility of the Client. Infoworks will also internally hold this information in the provider's iSafe database.

## **Data Protection Act**

Infoworks agree to keep all information about the Client and data belonging to the Client confidential and secure.

Infoworks is not an expert in the data protection act, though we can recommend experts in data protection who work specifically in this sector. Whilst we are happy to give general advice, we recommend that you seek expert advice to ensure that your use of data conforms with current legislation.

## **Freedom of Information Act**

Infoworks is not an expert in the Freedom of Information Act. We recommend that you seek expert advice to ensure that you conform with current legislation.

## Criteria for contract take up and continuation

- Payment of the support contract is taken as binding acceptance of the contract and these terms by both parties.
- Contract payments are made on time usually 30 days after invoice. **Provider will suspend support service where payment is not made.**
- There is a nominated primary Client contact as specified in the Support Schedule.
- The Client contact has adequate experience and training in the use of the applications listed in the Support Schedule.
- The Client contact will undertake (when present) basic front-line fault identification.
- The Client is responsible for the licensing, annual renewal and associated fees that may be incurred if using 3<sup>rd</sup> party software, such as postcode software.

## Support Costs

It is important to note that support contracts are costed as per insurance premiums and that the pricing is based on number and type of applications included in the Support Schedule, the number of users and where applicable history of faults reported. The contract is not costed on the basis that it gives the Client X days of support or development time.

## What's covered under support

The supplier will endeavour to fix anything that fails (ie it did work but doesn't work now) in any of the applications detailed in the Support Schedule provided the cause of the problem is demonstrably within the software itself and is not caused by external or environmental factors.

The Client can call the supplier between 8:39-5 Monday to Friday and if necessary, we'll dial in to fix the problem.

## What's not covered under support

- Changes – the supplier will fix anything that fails but won't, under support, *change* or redesign the way the software works. The supplier has the final decision as to the classification of a change.
- Moving/adding functionality.
- Site visits – these should be purchased via Database Maintenance days.
- Cost for disaster recovery.
- Any software not detailed under the Support Schedule.
- Problems caused by work undertaken by 3<sup>rd</sup> Parties or by Client staff – Infoworks will class work of this nature as Database Maintenance (see below).
- Backups of files/applications (NB Clients with applications hosted by Infoworks should see the Hosting section below.)

## Database Maintenance (DM)

Database Maintenance deals with maintaining and developing the applications of the Client.

The days may be used for any purpose the Client views appropriate, eg:

- Minor changes, eg adding new fields/ functions/ reports/ label changes
- Major developments of new functionality
- Housekeeping or miscellaneous tasks

The Client should discuss the DM function on a monthly/quarterly basis with the Infoworks Project Manager to plan workload, review the DM balance and assess the need for additional DM time.

The Client will undertake to maintain in conjunction with Infoworks a list of prioritised work to be carried out in DM time and agree how much time is planned to be spent on each task.

DM days are sold in blocks of five plus days. Smaller quantities - of whole days only - can be purchased at a higher daily rate. Ask your project manager for details.

Infoworks offers Clients a choice how to proceed in the event that the DM time is used up, ie the DM balance reaches zero. By agreement with you, we will either

- a. stop doing any DM work, *or*
- b. invoice for an agreed minimum number of DM days to ensure the DM balance stays positive (this invoice – and all invoices issued by Infoworks – must be paid within terms stated on the invoice for DM work and support cover to continue).

Project managers agree this choice with you and Infoworks acts on the agreement thereafter.

If you don't use your allocation during a whole year, we will credit them, refund them or roll them to the next year according to your preference (unless specifically agreed as a condition of the original sale).

Clients who do not wish to purchase blocks of DM days will be billed at our higher non-contract rate on a pro-rata basis subject to a minimum charge of £150 plus a £100 admin charge.

## Hosting

General details of our hosting service follow, but each Client may have specific variations on these - you should clarify and confirm specific requirements with your Infoworks project manager:

- Direct access to Infoworks' servers is generally limited just to Infoworks
- Patches and service packs– it is sometimes necessary to reboot the server after the installation of patches. As far as possible these reboots will take place either at weekends or after 6pm
- Backups of the source code for all live running sites are held on a separate server or storage drive
- Backups of all data files are performed nightly and are automatically transferred to a separate server or storage drive, so should the live server go down, we have a backup available that's never more than 1 day out of date.
- Remember that our remote servers are just computers and computers do sometimes crash. We **can** provide Disaster Recovery systems that minimise the disruption in the event of a crash – please ask your project manager for details.
- Infoworks web servers will not support CGI and Perl scripts
- FTP access can be provided – please ask your project manager
- Domain names
  - where Infoworks have purchased a domain for your use the cost of the domain will be invoiced to you
  - the administration of the domain and associated DNS entries will be viewed as Database Maintenance
- Domain names
  - where Infoworks have not purchased a domain on your behalf the registrar will be responsible for the payment and renewal of the domain
  - The registrar will be responsible for creating the DNS entries (details can be given at the time)
- Domain names
  - Changes to DNS take 24-48 hrs to propagate round the internet which means a site may be unavailable for that time period
- SSL – where secure certificates have been requested, we prefer to perform the whole operation from ordering to installation. Charges will be passed on at cost, time used (in ordering, installing & renewal) will be viewed as Database Maintenance
- SSL – renewals of the certificate are normally the responsibility of the Client
- Email – SMTP can be configured for each site to allow emails to be sent from the web site, the server can also be used to forward emails to your email accounts

- Statistics – website logs can be provided if requested, no online statistics are run on our webservers

## **Contacting Us**

### **Calls**

We aim to answer 95% calls inside 4 rings. Should you receive the answer machine, please leave a brief message outlining the issue. Calls to the support line will be returned within one hour.

Standard business hours are 8:30am to 5pm. Outside of these hours the answering service is available.

Contact numbers:

Infoworks is a virtual organisation. Like our Clients, we're spread around the country with staff in Diss, Devon, St David's, Northern Ireland and a head office in Leatherhead.

Infoworks encourages flexible working. Staff often work from home - your project manager will give you their best contact number and it's generally quickest if you call them directly.

Main office tel: 01372 724 125

### **Email**

We will answer emails within the day of receipt where the person is available.

Email address:

person@infoworks.co.uk eg [stu@infoworks.co.uk](mailto:stu@infoworks.co.uk)

generic email boxes [support@infoworks.co.uk](mailto:support@infoworks.co.uk)

If you're sure you have a support problem, please email [support@infoworks.co.uk](mailto:support@infoworks.co.uk), if you're not sure if it's a support issue please email your project manager – better still call your project manager directly.

Please never put passwords and user IDs in an open email, please phone them through to us where needed. We will never request passwords to be sent to us in an email and we'll never issue usernames and passwords to our systems via email.

### **Letter**

We will respond to all letters requiring response within 2 working days.

Address: Infoworks, Manor House, 19 Church Street, Leatherhead, Surrey KT22 8DN

## **Organisational Policies and Procedures**

Infoworks staff will act on site and in their dealings with your organisation and staff in accordance with their employment contract and Infoworks' policies and procedures.

If your organisation has any procedures, policies or guidelines that you need our staff to follow for legal enforcements and practical reasons you must bring them to our attention so that we can verify them and reach agreement with our staff that they understand and are able to meet these guidelines.

## ***General Terms and Conditions***

The contracts will be covered by English Law.

Support contracts will be renewed automatically and continue to be in force until cancelled in writing by either party. Thirty days' notice must be given of non-contract renewal or contract termination by either party.

The Client undertakes not to poach Infoworks staff by offering IT related work with the Client either on a full-time, part-time or freelance basis without the express permission of Infoworks in writing, during a contract or for a period of 1 year after a contract ends. Likewise, Infoworks undertakes not to poach Client staff without express permission of the Client during a contract or for a period of 1 year after a contract ends.

The maximum liability of Infoworks employees or its agents shall be the value of the remaining unexpired portion of the contract to a maximum of 12 months.