



## HOSTING & SUPPORT SERVICES AGREEMENT

### INTRODUCTION

This agreement describes the services what 'Client' will receive from **Green Inc EU Limited (Engage CRM UK)** (Supplier). This agreement includes the service level agreement (SLA) that applies to it. The SLA describes which levels of service are acceptable and lists responsibilities for Client and Supplier.

### DEFINITIONS

Full list of agreement definitions can be found on Page 8

### PURPOSE

Client depends on the Online Software and services that are maintained and supported by the Supplier. This agreement sets out how Supplier will provide maintenance and support services to the Client for the online software.

### SCOPE

This agreement is between:

PARTIES		
CLIENT	SUPPLIER	
	Green inc EU Limited	
The company / organisation who has registered for EngageCRM UK Plan via online forms and/or provided payment information directly	Site Address Number One, Milton Road Swindon SN1 5JE	Registered Address Neath Port Talbot College, Dwr Y Felin Road, Neath, Wales, SA10 7RF

### AGREEMENT START AND DURATION PERIOD

The agreement start date is when the Client registers with Supplier and/or when first payment is received, unless either party has terminated the agreement in writing.

The duration is monthly, quarterly or annually depending on the billing cycle chosen by Client

If Client reaches plan included Support Hours (additional hours available)

## EQUIPMENT, SOFTWARE AND SERVICES COVERED

Equipment, software and services in the table below. This list may be updated at any time, with agreement from both Client and Supplier. [Note an additional charge may apply]

Please note:

- Supplier guarantees **response times** for all items listed in this section.
- These items have been assigned a priority level, from 1 (most important) to 3 (least important). The priority level helps determine the guaranteed response time.

PARTIES			
ITEM TYPE	NUMBER OF ITEMS	PRIORITY	COVERED FOR RESPONSE
Cloud Server	1	1	Yes
Online Software	1	2	Yes

## EXCLUSIONS

As this agreement is written in a spirit of partnership, Supplier will always make the best-possible efforts to provide support and rectify problems as requested in a timely manner.

This agreement does not cover problems caused by:

- Client using equipment, software or service(s) in a way that is not recommended.
- Client has made unauthorised changes to the configuration or set up of equipment, software or services.
- Client has prevented Supplier from performing required and/or essential maintenance and updates, there may be a delay in resolving issues.
- This agreement does not apply to circumstances deemed to be beyond Supplier's control. For instance: floods, war, acts of god and so on.
- Client has outstanding invoices or non-payments over the grace period

## RESPONSIBILITIES

SUPPLIER	CLIENT
<p>Supplier will maintain and support the online software used by Client. Additionally, Supplier will:</p> <ul style="list-style-type: none"> <li>• Ensure relevant software, services and equipment is available to Client</li> <li>• Respond to support requests as described within reasonable time.</li> <li>• Do its best to escalate and resolve issues in an appropriate, timely manner</li> </ul> <p>Maintain good communication with Client at all times</p>	<p>Client will use the online software covered by this agreement as intended. Additionally, Client will:</p> <ul style="list-style-type: none"> <li>• Notify the Supplier of issues or problems in a timely manner.</li> <li>• Provide Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.</li> <li>• Keep Supplier informed about potential changes they require to the online software.</li> </ul> <p>Maintain good communication with Supplier at all times.</p>

### SUPPLIER ACTIVITIES TO MAINTAIN COMMUNICATION WITH CLIENT

ACTIVITY	FREQUENCY	NOTES
Assist Supported Users with Queries	As Necessary	Via Online Support System or Email: <a href="mailto:support@engagecrm.co.uk">support@engagecrm.co.uk</a>
Alert Client of any potential issues	As Necessary	If Supplier becomes aware of any potential issue it will alert the Client immediately

### SUPPLIER ACTIVITIES TO MAINTAIN Online Software AND CLOUD SERVER UPTIME

ACTIVITY	FREQUENCY	NOTES
Performance Checks	Monthly	Server performance reports are reviewed every morning
Server monitoring <ul style="list-style-type: none"> <li>• Availability to cloud access</li> <li>• FATAL server logs</li> <li>• Remaining Disk Space</li> </ul>	EngagePlan	Simple - Monthly Business - Monthly Premium - Weekly
Backup Server	EngagePlan	Simple - Weekly Business - Weekly Premium - Daily
Install patches and other software / server upgrades.	As Necessary	Approved upgrades will be deployed to Client system / server
Alert Client of any potential server issues	As Necessary	If we need to make an upgrade or security patch

## GUARANTEED UPTIME TIME

Supplier will make all efforts to anticipate 99.9% uptime for all services.

Supplier makes no guarantees that certain items will be available for a certain percentage of time.

Both parties understand there may be occasions the online software or cloud server requires maintenance and upgrades, including scheduled maintenance.

Supplier will make all attempts to notify Client within a 48 hour notice.

## GUARANTEED RESPONSE TIMES

09:00 - 17:00 (GMT/BST) - Monday to Friday, excluding UK national holidays.

When Client raises a support issue with Supplier, Supplier will make all necessary efforts to respond in the time period noted in the table below depending on the severity of the issue and the Client's plan..

Response time measures how long it takes Supplier to respond to a support request raised via Supplier's online support system or via email [support@engagecrm.co.uk](mailto:support@engagecrm.co.uk)

Supplier is deemed to have responded when it has reviewed, allocated a severity level and replied to Client's initial request.

This may be in the form of an email or telephone call, to either provide a solution or request further information for diagnosis.

Guaranteed response times depend on the severity of the issue and the Plan chosen by Client.

### SEVERITY RESPONSE TIMES

SEVERITY LEVELS	SIMPLE PLAN	BUSINESS PLAN	PREMIUM PLAN
Fatal	3 Hours	2 Hours	1 Hour
Severe	5 Hours	4 Hours	2 Hours
Medium	4 Working Days	2 Working Days	1 Working Day
Minor	7 Working Days	5 Working Days	3 Working Days
User Error	10 Working Days	8 Working Days	5 Working Days

### SEVERITY MEANINGS

SEVERITY LEVELS		
Fatal	Complete Degradation	All critical functions affected. Item or service completely unavailable
Severe	Significant Degradation	Large number of users or critical functions affected.
Medium	Limited Degradation	Limited number of users or functions affected. Business processes can continue.
Minor	Small Degradation	Few users or one user affected. Business processes can continue.
User Error	1 User	1 user affected or requires walk through

## RESOLUTION TIMES

Supplier will always endeavor to resolve all issues as timely as possible.

Supplier understands the Online Software is key to Client business operations and that any downtime can cost money. However, Supplier is unable to provide guaranteed resolution times for any error or issue because the nature of problems can vary enormously with the Online Software and hosting environment.

## SUPPLIER SUPPORT HOURS

Supplier will support Client with the Online Software, Supplier will manage and track support requests via the supplier online support system.

Supplier support team will use time logging for all activities when diagnosing and resolving issues including but not limited to: Telephone calls, preparing issue reports and emailing

SUPPORT HOURS (ANNUALLY RENEWED)		
SIMPLE PLAN	BUSINESS PLAN	PREMIUM PLAN
12 hours	36 hours	70 hours

Client can request more support hours anytime by contacting [support@engagecrm.co.uk](mailto:support@engagecrm.co.uk)

Additional support hours = @£70+VAT per hour

Client can contact Supplier to agree bulk purchases at discounted pricing

Supplier is under no obligation to diagnose or resolve any errors or issues if the Client has used all support hours within the agreed plan

Supplier is under no obligation to diagnose or resolve any errors or issues if the Client has any outstanding invoices or any non-payments of any kind.

## EXCLUDED FROM SUPPLIER SUPPORT HOURS:

- Any issues relating to the hosting or server for the Online Software provided  
Supplier will support all hosting issues with Client online software and not deduct from support hours
- Any customisations or integrations that cannot be achieved inside the online software tools and may require custom coding or plugin research + licence costs.
- Unauthorised third party plug-ins  
Supplier is under no obligation to support third party plug-ins or custom code that have not been approved by the Supplier

## SUPPLIER HOSTING & STORAGE (GB)

Supplier will host the Online Software on a server with UKFAST

Supplier will monitor the hosting environment monthly and notify Client of Online System size via Online Support System

HOSTING & STORAGE			
	SIMPLE PLAN	BUSINESS PLAN	PREMIUM PLAN
STORAGE	8GB	50GB	150GB
SERVER	Shared	Shared	Dedicated

Storage used is determined by the Online System Files + Database combined

Additional storage is available

**+1 GB = +£10 per month**

Client can request more hosting storage GB anytime by contacting [support@engagecrm.co.uk](mailto:support@engagecrm.co.uk)

### STORAGE LIMIT NOTIFICATIONS

*Plan GB storage basic + additional GB storage = Total GB storage capacity*

Supplier will make all efforts to notify Client via email when Online Software capacity is within 10% of the total GB storage capacity

Client is responsible for reducing Online Software size (e.g database cleanse)

Supplier will make all efforts to notify Client via email when capacity has reached the total GB capacity

Supplier is under no obligation to maintain uptime if the total storage capacity has been reached

### THIRD PARTY PLUG-INS (LICENCE + SUPPLIER SUPPORT FEES)

Supplier has a list of approved vendors for plug-ins and integrations

Client must contact Supplier for integrations and plug-ins for the online software

Supplier is under no obligation to support any unauthorised third party plug-ins

Supplier has the right to include additional support fees for any third party licence, the additional support fees can be incorporated into the monthly or annual licence fee

## **PAYMENT**

Supplier requires all payments to be made in GBP (sterling)

Paid annually, quarterly or monthly

Collected and managed via invoicing or a GoCardless subscription

**If you have any queries on payments please contact [info@engagecrm.co.uk](mailto:info@engagecrm.co.uk)**

## **TERMINATION**

### Requested by Client

In the event Client requests to terminate the support & hosting of the online software the Supplier will ensure:

- Any outstanding payments are collected
- All outstanding tickets are reviewed and updated / closed

After the final payment has been received the Supplier will proceed with the Export Process\*

### Requested by Supplier

In the event there is an outstanding invoice or nonpayment of any kind the Supplier will do everything to make contact with the Client.

A grace period for mutual agreement is 10 Working Days, after the grace period the Supplier will restrict all user access to the online software via a domain protected password.

The Supplier will keep the system restricted for a further 10 Working Days until a mutual agreement can be confirmed.

Failure to resolve non payment, it is the Supplier's discretion to restrict access via a password protected directory and proceed with the Export Process\*

### EXPORT PROCESS\*

Before and during the termination and grace period the Client has the right using the tools provided within the online software to export their data (PDF, csv)

If the Client requires Online Software migration the Supplier will provide a full 'files & database' backup – Requires written request from the Client

All exported data by Supplier will be uploaded and stored on our secure cloud for 10 Working Days, a link will be emailed for the Client to download. After this date has elapsed all data will be removed from the servers.

## **AMENDMENTS TO THIS AGREEMENT**

Supplier reserves the right to update and change this agreement at any time without notice to Client  
Supplier will make all effort to send communications to existing Clients, but it will ultimately be the Client's responsibility to review any amendments made.

The Client agrees they have no right to make amendments to this agreement.

## **INTELLECTUAL PROPERTY**

Supplier operates with OpenSource Online Software which have open source licence (GNU Public Licence)

Client may require Online Software Enhancements, plugins or integrations that include additional licences.

Both parties agree that it has no right to obtain or collect any intellectual property from the other party or any confidential information

Supplier may request surveys, case study or other forms of feedback from Client to use for marketing purposes  
Supplier will make all necessary efforts not to publish any information without the Client written confirmation

## **OUR CONTACT INFORMATION**

Green Inc EU Limited (EngageCRM UK)

Tel: 01793 236 245

email: [info@engagecrm.co.uk](mailto:info@engagecrm.co.uk)

Address:

Number One Milton Road

Swindon

SN1 5JE



## DEFINITIONS

WORD OR PHRASE	DEFINITION
Supplier	Green Inc EU Limited (EngageCRM UK) <b>Site Address</b> Number One, Milton Road Swindon SN1 5JE <b>Registered Address</b> Neath Port Talbot College, Dwr Y Felin Road, Neath, Wales, SA10 7RF
Client	The Company or Organisation that registered via EngageCRM.co.uk or directly with Supplier
Online Software	The software being used by Client provided by Supplier. Options: SuiteCRM WordPress Mautic Grafana
Cloud Server	Dedicated or Shared Server hosted by UK FAST and managed by Supplier
Payments	GBP monies paid by Client to Supplier
Grace Period	Amount of time Supplier will allow non payment without mutual agreement
Online Support System	Online portal provided by Supplier to supported users
Start Date	The date Client registers with Supplier and/or when first payment is received
Duration Period	1 month, 3 months or 12 months depending on subscription type chosen by Client
Response Time	The time it takes Supplier to respond to Client for support issues raised once Supplier has determined the severity level
Hosting & Support Plan	Simple, Business or Premium plan - EngageCRM.co.uk
Support Hours	The number of hours of support provided by Supplier depending on which Plan selected by Client
Additional Support Hours	Optional hours Client can purchase from Supplier
Additional GB Storage	Optional extra storage Client can purchase from Supplier
Simple Plan	8GB 12 Hours annual support
Business Plan	50GB 36 hours annual support
Premium Plan	150GB 70 hours annual support