



## TERMS & CONDITIONS AGREEMENT

### INTRODUCTION

This agreement describes the services that '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 the Client and Supplier.

### DEFINITIONS

Full list of agreement definitions can be found on Page 9

### PURPOSE

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

### SCOPE

This agreement is between

PARTIES		
CLIENT	SUPPLIER	
	Green inc EU Limited	
The company/organisation who has registered for EngageCRM UK Plan via an online form and/or providing payment 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 the 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 the Client

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

## EQUIPMENT, SOFTWARE AND SERVICES COVERED

Equipment, software, applications, and services in the table below. This list may be updated at any time, with agreement from both the 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 Applications	1	2	Yes

## EXCLUSIONS

As this agreement is written in the spirit of partnership, the 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 the 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 application(s) used by Client. Additionally, Supplier will:</p> <ul style="list-style-type: none"> <li>• Ensure relevant software, services and equipment are available to Client.</li> <li>• Respond to support requests as described within a 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 application(s) covered by this agreement as intended. Additionally, the 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 the Supplier informed about potential changes they require to the online application.</li> </ul> <p>Maintain good communication with the 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 weekday 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 contents	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 SERVER UPTIME TIME

The supplier has an agreement with ANS Group for software hosting and will make all efforts to anticipate 99.9% uptime for all services.

The supplier makes no guarantees that certain items will be available for a certain percentage of the time.

Both parties understand there will be periods of downtime for maintenance and upgrades.

The supplier will make all attempts to notify the Client within a 48-hour notice.

### GUARANTEED SUPPORT RESPONSE TIMES

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

When the Client raises a support issue with the Supplier, the 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 the 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	Item or service completely unavailable
Severe	Significant Degradation	Critical functions are affected.
Medium	Limited Degradation	A large number of users or functions are affected. Business processes can continue.
Minor	Small Degradation	More than 1 user was affected. Business processes can continue.
User Error	1 User	1 user affected or requires a walkthrough

## RESOLUTION TIMES

The supplier will always endeavor to resolve all issues as timely as possible.

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

## SUPPORTED USERS

The client must nominate supported users, these users can contact the EngageCRM support team.

A supported user can be changed to another user after receiving support for a minimum of 30 days.

## SUPPORT HOURS

The supplier will support the Client with the Online application, Supplier will manage and track support requests via the supplier's online helpdesk and email.

The supplier's support team will use time logging for all activities when diagnosing and resolving issues

Including, but not limited to: Telephone calls, screen sharing, preparing issue reports and emailing resolutions.

	<b>SIMPLE PLAN</b>	<b>BUSINESS PLAN</b>	<b>PREMIUM PLAN</b>
Supported Users	2	5	7
Support Hours	20 hours	60 hours	120 hours

## ADDITIONAL HOURS (OPTIONAL)

	<b>PER HOUR</b>	<b>10 Hours (5%)</b>	<b>15 Hours (10%)</b>
<b>SUPPORT HOURS</b>	£50	£475	£675
<b>DEVELOPER HOURS</b>	£80	£760	£1,080

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

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 application(s) provided.  
Supplier will support all hosting issues with Client online application(s) and not deduct from support hours.
- Unauthorised third-party plug-ins  
Supplier is under no obligation to support third party plug-ins or custom code that has not been approved prior by the Supplier.

## SUPPLIER HOSTING & STORAGE (GB)

The supplier will host all Online application(s) on a Cloud server with ANS Group (Manchester, England)

The supplier will monitor the hosting environment monthly and notify the Client of the Online system size via the Online helpdesk.

HOSTING			
	SIMPLE PLAN	BUSINESS PLAN	PREMIUM PLAN
SERVER	ANS Cloud	ANS Cloud	ANS Cloud
SERVER SPEED (IOPS)	300	600	1,200
STORAGE	5GB	30GB	100GB

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

ADDITIONAL STORAGE ANNUAL COST			
	SIMPLE PLAN	BUSINESS PLAN	PREMIUM PLAN
SERVER SPEED (IOPS)	300	600	1,200
+1GB	£3	£3	£4.50
+10GB (5%)	£29	£29	£43
+15GB(10%)	£41	£41	£61

## STORAGE LIMIT NOTIFICATIONS

The Client can use their allocated storage with multiple online software (SuiteCRM, Grafana, WordPress)

Used storage is determined by each online system Files + Database combined.

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

The supplier will make all efforts to notify the Client via email when their capacity is within 50%/75%/90% of the total GB storage capacity.

The client is responsible for reducing the size of online application(s) - e.g. - deleting records and files.

The supplier will make all efforts to notify the 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 or exceeded.

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

The client must contact the Supplier for integrations and plug-ins for the online application(s)

The supplier is under no obligation to support any unauthorised third-party plug-ins or issues arising from installing a plug-in that was not approved.

The supplier has the right to include additional support fees for third-party license, the additional support fees are either a one-off fee or incorporated into the monthly or annual license fee.

### **PAYMENT**

The 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 application(s) 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 contact 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 application(s) 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 to use the tools provided within the online application(s) to export their data (PDF, CSV)

If the Client requires Online application(s) migration, the Supplier will provide a full 'files & database' backup – Requires written request from the Client.

The supplier has the right to have additional fees for migration to alternative hosting if requested.

## **AMENDMENTS TO THIS AGREEMENT**

The supplier reserves the right to update and change this agreement at any time without notice to the Client. The supplier will make all efforts 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 Open-Source Online application(s) which has an open-source license (GNU Public License)

The client may require customisations and enhancements, plugins or integrations that include additional licenses.

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 studies or other forms of feedback from Client to use for marketing purposes. The 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 (option 5)

**email:** 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 has made direct payment to EngageCRM UK
Online application(s)	The application(s) used by Client provided by Supplier. Options: SuiteCRM WordPress Grafana
Cloud Server	Cloud Server hosted by ANS Group and managed by the Supplier
Uptime	Refers to server online time/system online access
Payments	GBP monies paid by Client to Supplier
Grace Period	Amount of time Supplier will allow non-payment without mutual agreement
Online Support System	The online portal provided by Supplier to supported users
Start Date	The date Client registers with Supplier and/or when the first payment is received
Duration Period	1 month, 3 months or 12 months depending on the 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 support hours Client can purchase from Supplier. (Includes all system tools and features)
Additional Developer Hours	Option developer hours Client can purchase from Supplier. (Includes all custom coding and advanced dashboard building)
Additional GB Storage	Optional extra storage Client can purchase from Supplier
Simple Plan	5GB Storage 20 Hours annual support
Business Plan	50GB Storage 60 hours annual support
Premium Plan	150GB Storage 120 hours annual support