

Documents OnLine Ltd 2017 – Service Terms and Conditions

By ticking the relevant box on the Simply Purchase Web Site order form, you confirm that you have read and accept the following terms and conditions

1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings: Documents OnLine Limited (UK Reg. 7877729) (“D.OL”, “we”, “us”, as the context requires) means the system service provider; “Client” or “you”, as the context requires, means the company named in the Systems and Service Agreement, signed by you.
2. “This Agreement” means the Data Hosting / Systems & Services Agreement signed by you, these Terms and Conditions signed by you, and the System Specification Form signed by you, which may be amended from time to time subject to agreed Change Management.
3. D.OL agree to grant a personal, non-transferable, and non-exclusive right to use the D.OL provided software described in the order above and in the attachment A (The Specification) with the right for Client to sublicense solely to the Client users named .
4. All software and related documentation and all copies thereof, (though, for the avoidance of doubt, not the Client Content (as defined below)) are and will remain the sole property of D.OL. The Client will be entitled to the use and access to said software and documentation for the duration of the contract (min. 24 months) as set out in the Specification.
5. The Client agrees to report any system faults that occur during the contract via the D.OL web support portal.
6. **Our Obligations**

D.OL shall provide the Services as set out in the Data Hosting and Services Agreement and System Specification. D.OL will provide web based access to the specified and agreed system hosted for the Client for the duration of the agreement (a minimum of 24 months) subject to Clause 14. We will provide technical assistance when reasonably requested to do so via our web support portal. We may vary the detailed implementation of the Services at any time provided that the level of Services is not materially adversely affected.

We shall provide hosting of the detailed system and such data as you (the Client) upload to the system, subject to your obligations, in a UK data centre operating storage and back up and security standards as outlined on the D.OL website. D.OL will also back up the data centre stored information to a 3rd party site (currently Back Up Direct) for resilience.

7. Your Obligations

You shall enter in to, and abide by the terms of the Data Hosting and Systems and Services agreement as stated, observe all our instructions for the use of the Services which we may send to you from time to time. You agree to notify us immediately you become aware of any problem with the Services via our web support portal. If you ask us for assistance, make available to us: (a) employees with appropriate skills, knowledge and authority and (b) provide us with such facilities at your Site as we may reasonably request to assist in performing our obligations hereunder. You shall comply with all legislation and regulations including but not limited to those relating to the internet and data protection.

You represent, undertake and warrant to us that you will use the web site allocated to you (the "Client Website") only for lawful purposes. In particular, you represent, warrant and undertake to us that:

You will not use the Client Website in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

You will not post, link to or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way.

(b) any material containing a virus or other hostile computer program.

(c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

We reserve the right to remove any material which we deem inappropriate from your web site without notice. We do not host Warez or illegal MP3 content.

The material that you post on the Client Website (the "Client Content") shall at all times, as between the parties, remain the property of the Client and nothing in this Agreement shall or shall be deemed to transfer the ownership of the Client Content to D.OL or any third party, Save as to do so constitutes making a 'copy', the only right D.OL has to replicate the Client Content shall be in backing up the server on which the Client Website is hosted, otherwise D.OL shall have no right to make any copy of the Client Content or any part thereof.

You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

You shall observe the procedures which we may from time to time prescribe and shall make no use of the Server which is detrimental to our other customers.

8. Conditions of Service

Unless Client has opted to host the D.OL system themselves on their own IT infrastructure (additional costs and terms apply), Client will be accessing the D.OL system / service via the public Internet. Whilst DOL can advise as to best standards in terms of broadband standards for Client to use, it will be the responsibility of the Client to ensure a suitable level of access via their internet service provider is available, in order to provide practical use and access of the D.OL hosted solution. D.OL can also provide details of software for Clients to use to test their connections, however D.OL cannot be responsible for limitations of access to D.OL hosted systems, caused by poor internet connectivity, and this will not be the basis for termination of this Agreement at any stage.

D.OL system software licenses are available on monthly subscription, as Seat (named individuals) or as Concurrent licensees (multi user access – min.6). If the concurrent user model is selected D.OL will provide monthly reports (submitted at the end of the first 3 months of service) as to actual server use. If the Client is found to use more than the committed and charged for licenses during the monitored period, then Client will be committed to purchasing the additional licenses over and above the previously committed level, as shown by the report. The charges for additional licenses will be applicable from the next month following the report. After the first 3 months licence access will be restricted to the number ordered from month 4.

9. Prices and Payment

Service Fees shall be as set out in the Pricing & Terms on the Simply PO website. We reserve the right to increase the Service Fees, after the initial term stated and we shall give you 90 days' notice in writing. If the increase exceeds RPI plus 2% you may by notice in writing given within thirty days of the notification of increase terminate this Agreement on thirty days' notice. We shall not increase the Service Fees more than once in any period of twelve months. If the increase relates to a change in the Services provided, we shall agree with you the amount of the increase prior to the commencement of the new Services. If we intend to decrease the Service Fees, we shall notify you accordingly. Service Fees are calculated as follows. For all plans, any applicable Service Fees are calculated on the amount of data being hosted and the number of registered users accessing the system at any time during the billing cycle, rounded up to the nearest full Gigabyte. The monthly Service Fee is charged (via direct debit) and invoiced 60 days in advance. If applicable additional storage Gigabytes are charged and invoiced for monthly in arrears at the same pro-rata rate as the committed element, unless stated otherwise in the Service Agreement. Any invoices for work outside the Systems Specification requested, handled under Change

Management which are outside the monthly service charge, will be due for payment within 14 days of the date of the supply of the additional work and invoice date. With the exception of invoices genuinely in dispute, if you fail to pay any invoice on time, we reserve the right to charge you interest at the rate of 8% from the date of the invoice until payment and to suspend the provision of Services until you have paid all overdue invoices in full; if an account is suspended a flat fee of £50 for re connection will also be levied. You shall continue to be liable for the Service Fees during the period of suspension. You shall be liable for all expenses incurred in collecting charges that are in arrears, including solicitor's fees on an indemnity basis. All charges are quoted exclusive of value added tax, which shall be charged at the rate prevailing at the time of invoice

10. Data Protection

You and we shall comply with the provisions of the Data Protection Act 1998 and any related legislation insofar as the same relates to the provisions and obligations of this Agreement or data held by us.

11. Warranties

Subject to your compliance with the terms of This Agreement, we warrant the Services will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks which are allocated to them. We do not warrant that the Services will be uninterrupted due to causes outside the control of D.OL e.g. availability of the Internet / web, noting however that all best endeavors will be used to meet the agreed SLA. We may upgrade our data centre facilities and in order for you to benefit from this, you agree that we may relocate your servers within our data centres, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. We may also make changes to DNS records or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case, we will give you reasonable advance notice and use all reasonable endeavors to minimise the effect that such change will have on your use of the Services.

D.OL hereby acknowledges that Client Content shall include confidential information, including, but not limited to, confidential information concerning the Client's suppliers. Accordingly, D.OL hereby warrants that it has in place and shall have in place throughout the term of this Agreement adequate and appropriate security measures to prevent Client Website security breaches.

Subject to the provisions of clause 6, all conditions, warranties and terms implied by statute or otherwise in respect of satisfactory quality, fitness for purpose or an ability to achieve a particular activity are hereby excluded.

12. Software Support.

The software support service is supplied based on an annual charge to support the system supplied as detailed on the System Specification. Any changes / additions to the software, or increase in licences may attract a proportionally higher support fee, current at the time.

If client elects for the installation of the system to an in house server (which will attract additional costs for installation and annual support from published figures), where the Client or agent of the Client makes alterations (including location) to the supplied system or the network infrastructure on which the system is located, or introduce 3rd party software to P.C.'s (including servers) supporting the supplied system, without reference to DOL, then DOL reserves the right to suspend or withdraw maintenance cover and charge for any required remedial action at the daily rate prevailing. Judgements in all such cases will be in conjunction with the Client, but at the final discretion of DOL. Where reported software faults are found to have been caused by the failure of other hardware or systems not in the control of DOL, or part of this support contract, then DOL retain the right to charge for remedial work undertaken, at the day rate basis current at the time of the work done. Such work will be advised to Client at the earliest possible time, noting that in all instances DOL's responsibility will be directed to re-establishing the supplied system service as a priority.

All faults must be reported using the DOL web support site. Whilst DOL are happy to take calls related to reported faults, remedial action can only be undertaken on receipt of the fault report via the web support portal accompanied by related screen shots and other information.

Software support shall include: support during office hours Monday – Friday 09:00 to 17:30 (BST), excluding Bank Holidays. System fixes to correct identified system software faults, will be non chargeable.

Support tickets relating to all other requests e.g. changes to users, custom reports, nominal codes, cost centres, roles and permissions / workflows etc. will be either deducted from the available Support Bank (based on time taken) or quoted under Change Management.

Each supplied system will have, as part of the annual support fee, a bank of time (Support Bank as stated on this System Order) that can be used for any minor requests – add users / small system adjustments etc. This is monitored monthly and clients will be advised when a support bank falls to 30 mins; clients will at that point be requested to add additional time to the support bank (minimum of 30 minutes) at the rate prevailing at the time. If Clients decline to purchase additional support bank time, and the support bank falls to a level of 5 minutes then DOL will suspend support until relevant funds are purchased. Issues that are system errors (faults in the software) will be handled as normal. In cases where client has a Development Fund (purchased separately) funds may at DOL's discretion be transferred to the Support bank to ensure continuity of support.

At the end of each year, any support bank time not used in that calendar year, will be transferred to Clients' following years support bank, following payment of the annual support fee.

As part of this maintenance agreement Client will be entitled to generic system upgrades that are deemed to be relevant by both parties.

All system software faults will be categorised on receipt and response targeted accordingly:

Fault Categories:

High: Interpreted as crisis where business operation will be severely impacted within the current day and no workaround exists or interpreted as where business operation is severely impacted but a workaround exists.

Medium : System is still viable but fault may limit some system functionality.

Low : Cosmetic or small functionality issue where little or no productivity impact to the business.

Target times to fix:

<i>Category</i>	<i>Target Level</i>
High	1 working day
Medium	2 working days
Low	5 working days

Note: Whilst the Company will use reasonable endeavours to meet (or even exceed) the target resolution times it cannot guarantee that such times will always be met.

All other operating systems and software are covered by the manufacturers separate warranties and agreements.

DOL reserve the right to withhold service in the case of non-payment of maintenance invoices that are due on the renewal date stated.

13. Limitation of Liability

This clause sets out the limit of our liability to you for breach of our obligations under This Agreement, or any misrepresentation, negligence or other wrongful act on our part called an "Act of Default". We shall accept liability for damage for any other reason caused by an Act of Default up to a maximum aggregate liability not exceeding the total Service Fees paid by you during the period of twelve (24) months immediately preceding the date on which the event giving rise to the claim

occurred. We shall not be liable for any indirect, consequential or special loss arising from an Act of Default. Consequential loss includes loss of profits, loss of goodwill, loss of data and any type of special, indirect or other consequential loss or any loss arising from corruption of data due to the introduction of a virus or arising as a result of a problem with the internet unless you can demonstrate that it is due to our negligence or default. You confirm that you have read and understood this clause and understand that you should take out insurance cover for any losses beyond those set out in this clause. If you require us to take on any additional liability beyond that set out in this clause, then we will consider doing so upon agreement of an increase in the Service Fees to reflect such additional liability, which must be agreed in writing between you and us.

14. Confidentiality

Each of the parties undertakes to the other to keep confidential and not use for its own purpose or anyone else all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received from the other party save that which is trivial or obvious, already in its possession other than as a result of a breach of this clause. DOL shall be able to use relevant business information in the public domain or as agreed and granted by The Client for reasonable marketing or reference purposes. Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, authorised agents and sub-contractors. The provisions of this clause shall survive the termination of This Agreement.

15. Term and Termination

This Agreement will run for an Initial Term of 24 months beginning on the Commencement Date and ending on the day before the end of the initial Term. This Agreement will then automatically be renewed for a minimum additional 12 month period, unless either party gives not less than 30 days' notice in writing to terminate, prior to the end date of the initial term or subsequent anniversary of each 12 month extension of service date. This Agreement may be terminated forthwith by us if you fail to pay any amount due to us on or before the due date. This Agreement may be terminated by you forthwith in the event the Client Website suffers a material security breach or in the event or in the event D.OL are in breach of the copying prohibition set out in clause 7 above. This Agreement may be terminated forthwith by either party if the other commits any material breach of any other term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same. In the event that your use of the Services is materially adversely affecting the operation of the Services for other users ("User Affect"), we may terminate this Agreement on 14 days' notice save in the event of a technical emergency when we may immediately terminate or suspend this Agreement in which case we shall provide such notice to you via telephone and e-mail.

Either party may terminate this Agreement if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).

Upon termination of this Agreement you shall cease to use the Services and deliver to us (if applicable) any software and documentation provided under this Agreement.

On termination of this Agreement or a relevant service agreement or both, as applicable, assuming all relevant subscription / other invoices are paid, Client shall be provided with the extraction of the Client Data stored to that date, as requested by the Client. D.OL shall provide this as an additional service that will be quoted for based on data size, export requirements, and format required, at the day rate prevailing at the time. Such work must be paid for in full in advance of the export process.

In the event the termination of the Agreement is due to the breach of this Agreement by D.OL or is due to User Affect, the Client's payment obligations shall cease immediately.

16. General

This Agreement (together with any documents referred to in this Agreement) constitutes the whole agreement between the parties relating to its subject matter and no variations to this Agreement shall be effective unless made in writing and signed by both parties. Neither party hereto shall be liable for any breach of its obligations resulting from causes beyond its reasonable control, including Force Majeure, for so long as such situation exists. This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, you may not assign this Agreement to a direct competitor of ours. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No waiver by either party in respect of a breach shall operate as a waiver in respect of any subsequent breach. If any provision of this Agreement is wholly or partly invalid or unenforceable, then if by applying to it a restrictive interpretation it would not be invalid or unenforceable, that restrictive interpretation shall be applied to it subject to the part of the provision which is invalid or unenforceable shall be deleted and shall not affect the validity of the remainder of this Agreement.

17. Law

This Agreement (including any non contractual disputes) shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

