Software Service Agreement between

CALENDAR MANAGER LIMITED and CUSTOMER

Parties

(1) **CALENDAR MANAGER LIMITED** incorporated and registered in England and Wales with company number 8643662 whose registered office is at 12A Hill Road Clevedon North Somerset BS21 7NZ (**Supplier**).

(2) The **PERSON, CORPORATE OR UNINCORPORATED BODY** signing up for the use of the Calendar Manager software system (**Customer**).

Background

(A) The Supplier has developed and provides a service consisting of internet access to calendar management software.

(B) The Customer wishes to use the Supplier's service in its business operations.

(C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

Agreed terms

1   Interpretation

1.1   The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees and independent contractors of the Customer who are entitled to use the Software through the Hosting Services under this agreement, as further described in clause 2.2.1.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Confidential Information: all information (however disclosed or recorded) disclosed by one to the other which:

(a)   relates to the business, affairs, customers, clients, suppliers, or market opportunities of the disclosing party or to the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

(b)   is developed by the parties in the course of carrying out this agreement; or

(c)   is exchanged between the parties and marked as "confidential".

Configuration Services: the services provided by the Supplier to enable the Customer to have access to and use the Software.

Customer: the party named in Schedule 1.

Customer Data: the data inputted into the information fields of the Software by the Customer, by Authorised Users, or by the Supplier on the Customer's behalf.

Effective Date: the date set out in Schedule 1.

Hosting Services: the services that the Supplier provides or makes available through third parties to allow Authorised Users to access and use the Software via the internet as described in Schedule 2.

Period: the period specified as such in Schedule 1.

Maintenance and Support Services: any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Software and Hosting Services, as well as any other support services provided to the Customer under this agreement, as described in Schedule 3.

Monthly Fee: the fee set out as such in Schedule 1.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Service Levels: the service levels set out in Schedule 3.

Services: the Configuration Services, the Hosting Services, the Maintenance and Support Services and the Training Services as applicable, given the context in which the term **Services** is used.

Software: the Supplier's proprietary software in machine-readable object code form only as described in Schedule 2, including any error corrections, updates, upgrades, modifications and enhancements to it provided to the Customer under this agreement.

Training Services: the training services which the Supplier makes available for Authorised Users.

1.2   Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3   A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4   A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5   Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6   Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7   A reference to **writing** or **written** includes faxes and e-mail.

1.8   References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.9   A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.10   If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

2   Software and Services

2.1   In relation to the Software:

    2.1.1   the Supplier hereby grants to the Customer on and subject to the terms and conditions of this agreement a non-exclusive, non-transferable licence to allow Authorised Users to access the Software through the Hosting Services and to use the Software solely for the Customer's business purposes during the Term;

    2.1.2   the Customer shall not store, distribute or transmit any virus, or any material through the Hosting Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

    2.1.3   the rights provided under this clause 2.1 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer;

2.1.4 the Customer shall not:

(a) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or

(c) access all or any part of the Software or Hosting Services in order to build a product or service which competes with the Software and/or the Services

(d) use the Software to provide services to third parties; or

(e) subject to clause 17.1, transfer, temporarily or permanently, any of its rights under this agreement, or

(f) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 2.1.4; and

2.1.5 the Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify the Supplier promptly of any such unauthorised access or use.

2.2 In relation to Authorised Users:

2.2.1 the Customer shall maintain a written list of current Authorised Users of the Software, and the Customer shall provide such list to the Supplier as may be reasonably requested by the Supplier from time to time;

2.2.2 the Customer shall ensure that each Authorised User keeps a secure password for his use of the Software, that such password is changed no less frequently than monthly and that each Authorised User keeps his password confidential;

2.2.3 the Supplier may audit the Software regarding the name and password for each Authorised User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with Customer's normal conduct of business; and

2.2.4 if such audit reveals that passwords have been provided to individuals who are not Authorised Users, and without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and shall not issue any new passwords to such individuals.

3 Customer Data

3.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

3.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in Schedule 2. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

3.3 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

3.3.1 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully process the personal data in accordance with this agreement on the Customer's behalf;

3.3.2 the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

3.3.3 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

4 Supplier's obligations

4.1 The Supplier will provide the Configuration Services, the Hosting Services, the Maintenance and Support Services and (if so requested) the Training Services.

4.2 The Supplier undertakes that the Services will be performed with reasonable skill and care.

4.3 The undertaking at clause 4.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.2.

4.4 Notwithstanding the foregoing, the Supplier:

4.4.1 does not warrant that the Customer's use of the Services or the Software will be uninterrupted or error-free; or that the results or the information obtained by the Customer through the Services or the Software will meet the Customer's requirements; and

4.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

4.5 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

4.6 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

5 Customer's obligations

5.1 The Customer shall:

5.1.1 provide the Supplier with:

(a) all necessary co-operation in relation to this agreement; and

(b) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access and configuration information;

5.1.2 comply with all applicable laws and regulations with respect to its activities under this agreement;

5.1.3 carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

5.1.4 ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

5.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

5.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

5.1.7 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6 Charges and payment

6.1 The Customer shall pay for the Services in the sums and at the times set out in Schedule 1.

6.2 All Fees are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

6.3 Monthly Fees are payable in advance and, subject to the terms of this agreement, are non-refundable.

6.4 All invoices for Monthly Fees are due and payable 14 days after the invoice date.

6.5 If the Supplier has not received payment within five days after the due date, and without prejudice to any other rights and remedies of the Supplier:

6.5.1 the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

6.5.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of **LLOYDS BANK** from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.6 In the event that this agreement is renewed under clause 11.2, the Supplier may vary the Monthly Fee by giving the Customer written notice of the new Monthly Fee at least 30 days before the expiry of the Initial Period or Renewal Period as appropriate. If the Customer does not agree the new Monthly Fee this agreement will automatically terminate on the expiry of the Initial Period or the Renewal Period as appropriate even if notice has not been given under clause 11.2.

7 Proprietary rights

7.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Software and the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related documentation.

7.2 The Supplier confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

8 Confidentiality

8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not include information that:

8.1.1 is or becomes publicly known other than through any act or omission of the receiving party; or

8.1.2 was in the other party's lawful possession before the disclosure; or

8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

8.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

8.1.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

8.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

8.4 The Customer acknowledges that the Software comprises Confidential Information of the Supplier.

8.5 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

8.6 This clause 8 shall survive termination of this agreement, however arising.

9 Indemnity

9.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software or Services, provided that:

9.1.1 the Customer is given prompt notice of any such claim;

9.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

9.1.3 the Customer is given sole authority to defend or settle the claim.

9.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Software infringes any United Kingdom patent effective as of the Effective Date, copyright, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

9.2.1 the Supplier is given prompt notice of any such claim;

9.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

9.2.3 the Supplier is given sole authority to defend or settle the claim.

9.3 In the defence or settlement of the claim, the Supplier may obtain for the Customer the right to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if

such remedies are not reasonably available, terminate this agreement without liability to the Customer. The Supplier shall have no liability if the alleged infringement is based on:

9.3.1 a modification of the Software by anyone other than the Supplier; or

9.3.2 the Customer's use of the Software in a manner contrary to the instructions given to the Customer by the Supplier; or

9.3.3 the Customer's use of the Software after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

9.4 The foregoing and clause 10.5.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for patent, copyright, database or right of confidentiality infringement.

10 Limitation of liability

10.1 This clause 10 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

10.1.1 arising under or in connection with this agreement;

10.1.2 in respect of any use made by the Customer of the Services and the Software; and

10.1.3 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

10.2 Except as expressly and specifically provided in this agreement:

10.2.1 the Customer assumes sole responsibility for results obtained from the use of the Software and the Services by Authorised Users;

10.2.2 the Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction; and

10.2.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

10.3 Nothing in this agreement excludes the liability of the Supplier:

10.3.1 for death or personal injury caused by the Supplier's negligence; or

10.3.2 for fraud or fraudulent misrepresentation.

10.4 The Service Level Arrangements state the Customer's full and exclusive right and remedy, and the Supplier's only obligation and liability in respect of, the performance and/or availability of the Service, or their non-performance and non-availability.

10.5 Subject to clause 10.3 and clause 10.4:

10.5.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this agreement; and

10.5.2 the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 9.2), tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to £10,000.

11   Term and Termination

11.1   This agreement shall commence on the Effective Date and shall continue on a rolling Monthly Period, unless otherwise terminated as provided in this clause 11.

11.2   On the expiry of the Initial 30 Day Free Trial Period, unless either party has notified the other in writing that it wishes to terminate this agreement, it will automatically renew for succeeding Monthly Renewal Periods, unless and until either party terminates it by giving notice in writing to the other to expire at the end of any Renewal Period. In each case the period of notice should be at least sixty (60) days.

11.3   Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

11.3.1   the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

11.3.2   the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

11.3.3   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

11.3.4   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.3.5   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.3.6   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

11.3.7   the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

11.3.8   a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

11.3.9   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

11.3.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.3.3 to clause 11.3.9 (inclusive);

11.3.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.4 On termination of this agreement for any reason:

11.4.1 the licence to use the Software granted under this agreement shall immediately terminate;

11.4.2 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;

11.4.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

11.4.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

12 Force majeure

12.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving 30 days' written notice to the other party.

13 Waiver

13.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

13.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

14 Rights and remedies

14.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15 Severance

15.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16   Entire agreement

16.1   This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2   Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.3   Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.4   Nothing in this clause shall limit or exclude any liability for fraud.

17   Assignment

17.1   The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

17.2   The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

18   No partnership or agency

18.1   Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

19   Variation

19.1   No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20   Third party rights

20.1   This agreement does not confer any rights on any person or party (other than the parties to this agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21   Notices

21.1   Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.

21.2   A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

22   Governing law

22.1   This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

23   Jurisdiction

23.1   The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 : Particulars and Fees

Customer: The **PERSON, CORPORATE OR UNINCORPORATED BODY** signing up for the use of the Calendar Manager software system

Effective Date: Immediately upon sign up of the Calendar Manager software system

Period: Rolling Monthly Period after the expiry of the Initial 30 Day Free Trial

Monthly Fee

1.1   The monthly fee covers the charge for the licence of the Software and for the Hosting and Maintenance and Support Services.

1.2   [£85] for three (3) Authorised Users and a maximum of ten (10) support requests.

Additional Authorised User Fees

1.3   The Customer shall have the ability to create and grant access to additional individual Authorised Users in excess of the number stated in clause 1.2. The Customer will be charged by the Supplier an additional Monthly Software Licence Fee of £10 Additional Licence Increment for each Admin or Clerk user over three (3).

Training Fees

1.4   £400 per day (limited to groups of ten (10) Authorised Users).

Schedule 2 : Software and Hosting Services

1   **The Software**

     1.1   The Software is an application that enables calendar management via the internet.

     1.2   Please see the current Calendar Manager Support Manual for user information.

2   **Hosting Services**

     2.1   The Hosting Services include services provided by a contracted third party which provides a dedicated hosting facility and internet connectivity.

     2.2   The hosting facility includes access security and user monitoring.

     2.3   Back-up and archiving services are also provided.

Schedule 3: Maintenance and Support Services

1   Maintenance Events

1.1   Maintenance of the hosting equipment, facility, Software or other aspects of the Hosting Services that may require interruption of the Hosting Services (**Maintenance Events**) will not normally be performed during Normal Business Hours although the Supplier may interrupt the Services to perform emergency maintenance during these hours.

1.2   The Supplier may interrupt the Hosting Services outside Normal Business Hours for unscheduled maintenance, and will try to give the Customer reasonable notice of such Maintenance Events.

1.3   The Supplier shall endeavour to keep service interruptions to a minimum.

2   Maintenance

2.1   Maintenance includes all error corrections, software updates and upgrades to the Software.

2.2   Should the Customer discover or suspect that the Software includes a defect, the Customer may file an error report. The Supplier shall use all reasonable endeavours to avoid unscheduled downtime for Software maintenance.

3   Technical support services

3.1   The Supplier shall provide the Customer with technical support services. A single nominated Customer support representative (**CSR**) is authorised to contact the Supplier for technical support services. The Supplier shall provide technical support services only to the CSR.

3.2   Supplier technical support shall take such electronic form as the Supplier shall notify from time to time and will be available during Normal Business Hours. The Supplier technical support line will respond to all support requests according to priority as set out in Table A below.

3.3   The Customer is limited to ten (10) support requests per month. If the Customer requests support in excess of this limit it must purchase such further training in the use of the Software as the Supplier shall recommend and/or pay additional monthly fees.

4   Service availability

The Supplier shall aim to provide a 99% uptime service availability level.

5   Table A

Level	Overview	Example	Response Target
1	Query	How do I solve this issue?	We will acknowledge receipt of the request within 3 working days for both phone and email and will look to get the issue answered within a maximum of 5 working days.
2	Minor problem	A bug or system problem	We will acknowledge receipt of the request within 2 working days for both phone and email and will look to get the issue resolved within a maximum of 5 working days.
3	Major problem	A number of users are unable to access the system or experience bugs or system issues within every process.	We will acknowledge receipt of the request within 1 working day for both phone and email and will look to get the issue resolved within a maximum of 2 working days.
4	System outage	The system is down and all users are unable to access it	We will acknowledge receipt of the request within 4 working hours for both phone and email and will look to get the issue resolved within a maximum of 8 working hours.