

SERVICE AGREEMENT AND ONGOING LICENCE

Customer: <<RegardingName>>

Contract No.: <<Episode_Notes>> Date: <<First_Payment_Due_Date_ddMmmyyy>>
Contact: <<AddressNameLine1>>

Summary of Services To Be Provided (detailed in attached schedule):

- Provision of a "Help Desk" facility for Advantage^{NFP} Fundraiser.
- Access to the Internet Knowledgebase for Advantage^{NFP} Fundraiser.
- Software maintenance upgrades for Advantage^{NFP} Fundraiser.

Costs:

The cost of this agreement is <<Episode_Payment>> plus VAT.

AdvantageNFP Ltd will raise an invoice prior to the start of the service agreement and this must be paid in full within 30 days to ensure an uninterrupted support provision.

Notice Period:

This agreement may be terminated at any time by either party giving three calendar months written notice to the other party. No refund will be given if this agreement is terminated by the customer. If AdvantageNFP terminates this agreement upon three calendar months written notice, the customer shall be entitled to a pro rata refund of any prepayments made in respect of services which would have been provided after the agreement is terminated.

This agreement is subject to the AdvantageNFP Limited General Terms and Conditions, printed on the reverse of this contract or sent in a separate pdf. In the event of conflict between these terms and the General Terms and Conditions, these terms shall prevail.

Signed on behalf of:
AdvantageNFP Limited

Date: <<CreatedDate>>

Signed on behalf of:
<<RegardingName>>

Date: _____

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Detailed Schedule of Services To Be Provided:

Advantage^{NFP} Fundraiser Help Desk

The customer may on commencement of this contract telephone Advantage^{NFP} and ask to speak with the Help Desk. All calls made to Advantage^{NFP} will be logged and a priority jointly agreed between the customer and Advantage^{NFP} according to the following severity guidelines:

Priority 1 - System Down – Defined as complete unavailability of Advantage^{NFP} Fundraiser

In recognition of the potential significant impact this will cause, Advantage^{NFP} will respond within 2 hours of notification by the customer.

Priority 2 - Critical System Failure – Defined as the inability to operate a key Advantage^{NFP} Fundraiser Module, for example the inability to submit a Gift Aid claim.

Advantage^{NFP} will respond within 4 hours of notification by the customer.

Priority 3 - General Enquiry – Defined as all other situations, for example a question or general enquiry that involves a routine or non-urgent matter.

Advantage^{NFP} will respond within 3 working days of notification by the customer.

The Help Desk will be available between the hours of 09:00 to 17:00 Monday to Friday, excluding public and bank holidays. From time to time, on request from the customer main contact, Advantage^{NFP} may provide additional cover outside of these hours, subject to the availability of staff. This additional support will be provided on a Time and Materials basis, charged at the rates shown in the fee schedule on the last page and in effect at the time of providing the service.

Maintenance fixes will be carried out by Advantage^{NFP}, where either data or programs require amendment. All fixes will be provided to the customer for approval and subsequent implementation. The responsibility for accepting any fixes rests wholly with the customer.

A copy of the call log, including actual time spent on each call and the status of each query, will be provided by Advantage^{NFP} to the customer on request. An additional administration charge of £25 will be charged each time the call log is requested.

Calls to the Help Desk may be recorded for training purposes.

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- Advantage^{NFP} Fundraiser Help Desk (continued)

The customer will nominate a support contact within the organisation and all support calls and responses given will be administrated by this nominated contact.

Advantage^{NFP} reserves the right to make an additional charge at the rates shown in fee schedule on the last page and in effect at the time of providing the service, where the problem is found to have been the result of wilful or malicious damage by the customer, its employees or agents, or if recommended procedures have been ignored by the customer. Advantage^{NFP} will bring the issue to the attention of the main contact.

It is the customer's responsibility to ensure that timely, accurate backup copies of the data are kept.

In the event of repeated calls from the same user regarding the same functionality within Advantage^{NFP} Fundraiser, Advantage^{NFP} reserves the right to stop providing support and to recommend additional training at the customer's expense instead. In these instances, Advantage^{NFP} will seek to support the customer in rectifying the situation and reserve the right to make a reasonable charge for time used to provide this service, in consultation with the main contact.

- Access to the Client Area FAQ's for Advantage^{NFP} Fundraiser.

The customer will be given a unique login code and password that will grant them access to the Client Area FAQ's facility provided by Advantage^{NFP}. This facility is available at www.advantagenfp.com.

Advantage^{NFP} and its agents may monitor access to this facility.

Use of the facility in full may require that a "cookie" be stored on the customer's personal computer used to access the facility. Advantage^{NFP} will not be responsible for access failures where this "cookie" cannot be stored or if the customer deletes it.

It is the responsibility of the customer to ensure that the password is kept confidential within their organisation. The unique login code and password are not transferable.

Where it is possible for customers to record information within the knowledgebase, all entries will be monitored. Illegal, offensive, derogatory or inappropriate material will be removed and the author may be removed from the knowledgebase facility. For other types of inappropriate material the main contact will be notified.

Advantage^{NFP} reserves the right to publish within the Internet Knowledgebase all the details of any support call received by the Help Desk. Customer contact information will not be published without the permission of the customer that logged the call.

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Software Maintenance Upgrades for Advantage^{NFP} Fundraiser.

From time to time Advantage^{NFP} will release interim fixes to the Advantage^{NFP} Fundraiser product. These fixes will include, but are not limited to: Corrective procedures, Revised reports, New reports, New conditions, Changes where legislation changes are due to come into effect (e.g. Gift Aid), etc.

These upgrades will be made available to all customers with a support agreement. Upgrades will either be downloadable from the customer only area at www.advantagefundraiser.com, or sent using electronic mail.

All upgrades are subject to the terms of the Licence Agreement for Advantage^{NFP} Fundraiser.

Customers may not copy, reproduce or distribute Software Maintenance Upgrades.

Software Maintenance Upgrades are not transferable.

Fee Schedule

In the event of the customer requiring an on-site presence, the current rates are:

Consultant £ 876 per day, between the hours of 8:00am and 6:00pm.

Senior Consultant £ 1,095 per day, between the hours of 8:00am and 6:00pm.

Travel time within the hours of 9:00 to 17:30 will be charged at the standard rate. Travel time outside of these hours will not be charged. Travel expenses are recharged at cost.

When requested by the customer to provide out of hours support, the current rates are:

Consultant £ 1,752 per day for bank and public holidays.

Senior Consultant £ 2,190 per day for bank and public holidays.

Consultant £ 116.80 per hour at any other time.

Senior Consultant £ 146.00 per hour at any other time.

Advantage^{NFP} reserves the right to change this rate provided that notice is given to the customer prior to the provision of the fee based support. When our prices are reviewed, we use the Bank of England inflation calculator plus a maximum of 4%. This is normally in February/March each year.

Duration

This annual service agreement and ongoing licence commences on <<First_Payment_Due_Date_ddMmmyyyy>> and will terminate on <<Commitment_Episode_End_Date_ddmmmyyyy>>.