

Your Place Your Space
Service Level Agreement

[SLA -Number]

Cambridge City Council

dd/mm/yyyy to dd/mm/yyyy

Issued dd/mm/yyyy

SAMPLE COPY

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Service Level Agreement

Agreement reference: []

Scope

1. This Service Level Agreement (“SLA”) defines the agreement between Your Place Your Space Ltd (“YPYS”) and **Cambridge City Council** (“the Client”) for support by YPYS of the web site, the software and the structure of the databases provided by YPYS that form the web site application.
2. Your Place Your Space Ltd (“YPYS”), grant **Cambridge City Council** (“the Client”) licence to use the Software (“the Software”) on the terms contained within this agreement.
3. The agreement defines ‘the hub’ as the organisation with a licence to use all applications of the software and that is able to control the different access levels of other outside organisations or partners using the software while working collaboratively with ‘the hub’ organisation.
4. The agreement defines a ‘hub manager’ as an individual within the hub organisation that has been trained to use the full suite software applications developed by YPYS and has been given full software user rights for their hub network.
5. This agreement shall commence on dd/mm/yyyy and terminates on dd/mm/yyyy.
6. The service level agreement will cover the following four areas:
 - Maintenance and upgrades to the software
 - Support to your administrators in the use of the application
 - Hosting of the web site and associated database
 - Licence to use the applications as ‘the hub’ organisation

Time scales and resources

7. The agreement covers **maintenance and upgrades** of the software which will commence on dd/mm/yyyy and terminates on dd/mm/yyyy.
8. The agreement covers **support to users** and will commence on dd/mm/yyyy and terminates on dd/mm/yyyy. Under this SLA, YPYS will provide up to 28 hours of off-site support per annum. (Note: Separate costings can be provided for support that is required to be delivered at the client’s offices).
9. This agreement covers **hosting** of the site which will commence on dd/mm/yyyy and terminates on dd/mm/yyyy.

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10. This agreement covers **licence to use the applications as a hub organisation**, which will commence on dd/mm/yyyy and terminates on dd/mm/yyyy.

Details of the service

Hosting

11. YPYS will provide a database server facility, running Microsoft SQL Server 2019, to hold the Client's platform database. From time to time, databases may be added to this server for the purpose of user acceptance testing of changes to the applications. The database server is currently a shared resource.
12. The web application will be hosted on a separate web server. The web server is a shared resource.
13. The web application and database server both reside in London, UK. Hosted by IOMart in a specialised data centre.
14. Both servers use Microsoft Windows and are protected by anti-virus software.
15. YPYS will apply all necessary service packs to the servers as soon as possible after their release. Operating system and database software will be upgraded at the discretion of YPYS.
16. Where planned hardware or software maintenance necessitates the closing of the web site for any time, YPYS will notify the Client not less than 48 hours in advance.
17. The web site will be backed up daily and the database also daily. All back-ups conform to YPYS's Information Security Management System, including:
 - ◆ regular checks on the performance of the website and databases
 - ◆ backups and integrity checks of the site and database

Maintenance and upgrades to the software

18. YPYS will provide help desk support for the resolution of technical queries relating to the operation of the web site.
19. YPYS undertakes to respond to any issues with their software or with the structure of the databases within 4 working hours of the request being logged (subject to normal working hours).
20. YPYS will make all reasonable endeavours to ensure that each issue is resolved within 8 working hours of the request being logged. Where the issues cannot be resolved within 8 hours of the request being logged, YPYS's response will

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include timescales for resolution and YPYS will make all reasonable endeavours to ensure these timescales are adhered to. Working hours are deemed to be 0900 to 1700, Monday to Friday, excluding public and statutory holidays.

21. At their discretion and with the agreement of the Client, YPYS will provide upgrades to the software where they deem it appropriate for the improved performance of the web site.
22. At their discretion and with the agreement of the Client, YPYS will provide functional enhancements to the software licensed by the Client.

Support in the use of the application

23. Under this SLA, YPYS will provide for 28 hours of off-site support per annum to the trained hub managers. This time will allow for:
 - ❑ investigation of and/or solution to any technical or administrative support issues related to the software.
 - ❑ regular checks on the performance of the website and databases
 - ❑ backups and integrity checks of the site and database
 - ❑ minor amendments to site functionality at your request, where these individually represent not more than 2 days (14 hours) work.Amendments that individually represent more than 2 days (14 hours) work will be subject to YPYS's Change Control procedures and will be costed for the Client and separately chargeable.

Additional support can be provided at £750 for every additional 7 hours.

24. The Software is provided with the ability of displaying and switching between multiple languages on publicly available web pages. YPYS is not responsible for the translation of any text or labelling displayed. All language translations will be provided and approved by the Client.

Unused support time

25. No refund will be due to the Client for any unused support time. YPYS will provide to the Client on request a summary of the time used to date under this SLA.

Request logging

26. Requests for support should be notified to YPYS by e-mail addressed to:
support@yourplaceyourspace.com
27. The Client will nominate a primary contact who will be responsible for notifying YPYS of issues to be addressed. In the event of the primary contact not being available, the Client will ensure that a substitute is nominated to YPYS and will be responsible for ensuring that all communication with YPYS is copied to the Client's primary contact.
28. The Client undertakes to make all reasonable endeavours to provide YPYS with accurate and prompt notification of any problems and to assist, when required, in the diagnosis of any problem and the implementation of its solution.
29. YPYS will respond to all requests for support.

The licence

30. The Software is licensed and not sold to the Client. The Software is owned by YPYS and is protected by copyright law. YPYS reserves ownership of all Intellectual Property Rights in it, and all rights other than those expressly granted by this Agreement.
31. The licence granted to the Client is non-transferable and non-exclusive.
32. Unless otherwise agreed by YPYS, the licence agreement is for the sole use of the client acting in the capacity of an engagement and evidence hub to other organisations. Other organisations or partners will be classed as either 'users' or 'viewers' with access rights as detailed in the attached sub-licensing agreement.
33. The Client may not use the Software without a current support level agreement and without payment of the required fee.

Use of the software

34. Unless otherwise agreed by YPYS, the Client's use of the Software is not limited to a maximum of admin/managers employed within the hub organisation. Additional users or viewers within the hub organisation and users and viewers outside the hub organisation will be given restricted access rights as determined by the hub managers.

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35. This Agreement and licence restricts such users within the Client's organisation and any partner organisations nominated by the Client and agreed with YPYS. It cannot be used by any other personnel without the prior written consent of YPYS, such consent not to be withheld provided that such use is in accordance with the terms and conditions of this Agreement
36. Save as expressly permitted by this agreement, the Client may not copy, rent, lease, assign or otherwise distribute or part with the Software or any accompanying written materials. You must keep any Activation Code provided to you confidential. You must take reasonable steps to protect the Software from unauthorised copying, publication, disclosure or distribution.

Termination of Licence

37. This Agreement may be terminated if the Client or YPYS commits any breach of this Agreement or is no longer able to fulfil its obligations under this Agreement. Upon termination, the Client shall immediately delete all instances of the Software in their possession, all associated documentation and cease all use of the Software.
38. This Agreement may be terminated by either party without penalty by giving ninety (90) days' notice in writing after an initial period of 12 months.
39. Any termination of this Agreement shall not affect any accrued rights or liabilities of either party or relieve the Client of its obligations under this Agreement. Specifically termination shall not relieve the Client of its obligation to keep confidential YPYS's trade secrets and other proprietary information.

Modification

40. YPYS reserves the right to include any new development resulting from feedback by the Client within the software and to roll out this functionality to new and existing clients.

Confidentiality and Copyright

41. YPYS retains the copyright of and the Client undertakes to treat as confidential all information contained in the Software and documentation. All parties will comply with the Data Protection Act 1998.

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42. The Client shall retain all copyright information and proprietary notices found on the Software and documentation provided by YPYS to the Client hereunder and shall include the same on any copy of the Software or documentation.
43. The Client agrees to protect the confidentiality of the Software, the licence being for the Client and nominated partner organizations agreed with YPYS. The Client may not copy the Software except for operational backup purposes nor remove copyright notices or messages. The Client further agrees to take all reasonable steps to protect the Software from breaches of confidentiality by its staff, consultants and any other party which may have access to the Software under this licence.
44. The Client agrees not to translate or to prepare derivative works of the Software and to take reasonable steps to prevent others from so doing and to report to YPYS any attempt to so do, which the Client discovers.
45. YPYS agrees to take all reasonable steps to preserve the confidentiality of any information, which comes into its possession through its dealings with the Client by its staff, consultants and any other party involved in servicing the Client under this License Agreement.

Limitation of Liability

46. It is hereby recognized and acknowledged by both parties that large Software systems such as the Software may have residual faults which may come to light from time to time and which may result in erroneous, invalid and corrupt data being collected or loss of valid data. YPYS will rectify any identified faults in the Software only, as soon as reasonably possible. The Client shall provide where required documentary evidence of such faults.
47. YPYS does not warrant that the functions contained in the Software will meet the Client's requirements (outside of the specification as agreed) or that the operation of the Software will be uninterrupted or error-free or that the documentation will be error-free. The Client assumes the responsibility for the selection of the Software to achieve the Client's intended results and for the use and results obtained from the Software.
48. Except as expressly provided in this Agreement no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, merchantability or fitness for purpose of the

Software is given or assumed by YPYS and all such warranties, conditions, undertakings and terms are hereby excluded.

49. Notwithstanding anything else contained in this Agreement, YPYS or anyone else involved in the creation or distribution of the Software accepts no liability for any damages whether arising from negligence, breach of contract or otherwise howsoever including loss of profits or contracts or other indirect or consequential loss arising out of the use or inability to use the Software or out of any action or inaction of YPYS even if YPYS or any representative of YPYS has been advised of the possibility of such damages or for any claim by any other party.

Payment

50. The cost for provision of services detailed in this SLA, covering the period dd/mm/yyyy and terminates on dd/mm/yyyy is £xx,xxx.
51. Payment is due prior to or on dd/mm/yyyy.
52. Any work carried out outside the terms of this agreement will be chargeable at a daily rate of £750 per 7 hours and may incorporate reasonable expenses.

This work will include, without limitation:

- ❑ dealing with the Client's nominated contacts who have insufficient understanding of the processes of the applications
- ❑ providing support outside YPYS's working hours
- ❑ data restoration and/or re-establishment necessitated by reasons beyond YPYS's control.

Sub-licensing Agreement

53. YPYS agrees the client can establish and administer sub license arrangements enabling it to operate as a Hub and provide full access rights to other organisations. This will enable organisations to run and administer projects through workspace and establish their own User and Viewer rights. Such license arrangements can only be setup once agreed by YPYS and a charge will apply.

Agreement

On behalf of

On behalf of Your Place Your Space
Limited

Name:

(block caps)

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Title:

(block caps)

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Director

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Signature:

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Date:

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