

## Service Support Agreement and Service Level Agreement (TriSys Apex)

### 1. Introduction

TriSys Apex (Apex) is a cloud-based recruitment software application delivered as an internet-based service for a fixed recurring fee. This document describes the Support Agreement, Service Level Agreement as well as Terms and Conditions of Business provided by TriSys Business Software Limited [the Company] to CUSTOMER-COMPANY-NAME [The Customer].

### 2. Scope

The following products are covered by this agreement;

- TriSys Apex

### 3. Service schedule

#### 3.1 Access to service and support

Access to the Services will be provided from the application which is downloaded and installed from the TriSys website.

Any support issues will be logged via the TriSys on-line support system, e-mail or telephone to the support help desk

On-Line Support System: [www.trisys.co.uk/support](http://www.trisys.co.uk/support)

Telephone number: 01223 77 22 80

E-mail: [support@trisys.co.uk](mailto:support@trisys.co.uk)

#### 3.2 Working Hours

Technical support requests can be submitted through the TriSys Web site on-line support system at all times.

Telephone support is available during standard UK working days between 9am and 5.30pm Monday to Friday, not including UK Bank holidays.

The Company will use all reasonable endeavours to provide the Service 24 hours per day, seven days per week, including public holidays. The Service will have guaranteed availability of 99.9% during office hours and also 99.0% at all other times.

#### 3.3 Back Up

A full data back is made at the close of each business day in accordance with best computing practice.

A copy of the backup can be made available to The Customer at a cost of £2,500.00 per written request, providing that the Customer has paid all outstanding Invoices for the Service.

#### 3.4 Training

Training can be provided at a cost of £250/hour.

A minimum cost of £250 applies. Any training provided will cover TriSys' products only.

### 4. Exclusions

TriSys support staff will not be responsible for the following:

- Support to The Customer for any computer equipment connecting to the service
- Any issues arising from the provision of telecommunications to the Customer
- Loss of TriSys service arising from failure of the Customer's internet service provider (ISP)
- Training or application issues including "how do I" and "I am not quite sure how this works" questions

## **5. Customers' Obligations**

The Customer will be responsible for the following:

- Providing appropriate high speed internet access from its computer equipment to the TriSys services
- Providing TriSys support staff with accurate diagnostic/error information as required for a support request
- Providing appropriate printer drivers, connected to its computers which are required to install remote printing capability
- Ensuring that its staff are familiar and able to use Microsoft products including e-mail and, where such knowledge may require assistance, ensuring the Customer has any form of IT support services available to assist with local computer / network configuration / troubleshooting
- Allowing access from its computers to the TriSys services, running using specific required internet protocols
- To request user account/licensing adjustments through the customer support portal
- Ensuring that its staff are familiar and able to use Microsoft products including e-mail and, where such knowledge may require assistance, ensuring the Customer has any form of IT support services available to assist with local computer / network configuration / troubleshooting
- The payment of all invoices in accordance with the Company's standard payment terms

## **6. Fees**

The Customer will be charged a fee as per agreed formal TriSys product/service quotation. In the event that a formal quotation is not provided, fees will be as per raised invoice(s).

Unless where otherwise, invoices will be raised in advance and are due for payment within 14 days of receipt. Where possible, payment will be made by standing order by direct debit, to ensure continuity of service. The costs of any training will be invoiced separately and is payable in advance of training taking place.

The Company reserves the right to suspend performance of the Services provided under this Agreement in the event of non-payment of sums due under this Agreement.

The Company reserves the right to delete all data stored on the Company servers, in the event of non-payment of outstanding invoices. This deletion will normally be confirmed 30 days in advance, allowing the Customer to request a copy of all data, subject to payment of all outstanding invoices and any administrative fees.

Professional services (training, business analysis, consultancy and other professional services) are not included in the service subscription fee and are always subject to formal quotation. TriSys Business Software will not deliver consultancy services free of charge.

## **7. Confidentiality**

The Company undertakes that, in respect of information of whatever nature, which is or has been disclosed to it by The Customer in connection with this Agreement:

- (a) it will not use any such information for any purpose other than in accordance with the terms of this Agreement and
- (b) it will treat such information and procure that it is kept confidential, and not disclose such information to any third party without the consent of The Customer.

## **8. Privacy and Security**

The Company will ensure that all Customer data is secure and accessible only to authorised Customer and TriSys staff. Customer data will be held both on the live operational site and at the disaster recovery site. In both cases, access to data is only possible by authorised personnel. Please refer to the TriSys Privacy Policy and TriSys GDPR Statement documents for further information on security, availability, integrity and confidentiality.

**9. Term and Termination**

This Agreement will be effective from date of signature and/or date of formal agreement in writing and will remain in force unless terminated by either party on 30 days written notice. Cancellation of any user accounts will require 30 days' notice of closure.

On termination of the agreement, all data will be returned to The Customer provided that there are no outstanding sums due to the Company from The Customer. Returning of the data requires payment of £2,500.00 to cover the costs associated with preparing and returning the data. Data will be returned using industry-standard SQL Server .BAK format as well as all files associated with records on the TriSys database. No data will be kept by TriSys Business Software Ltd.

Confidentiality will survive termination of this Agreement indefinitely.

**10. Refunds**

In the event of service cancellation at the request of The Customer, neither full nor partial refunds will be issued.

**11. Limitation of Liability**

The Company will not be liable for any loss, damage, cost, expense including any claim for compensation whatsoever arising out of or in connection with the Services provided.

**12. Governing Law**

This agreement shall be governed by English Law and any dispute shall be under the jurisdiction of English Courts.

## **Service Support Agreement and Service Level Agreement (TriSys Desktop Application)**

### **1. Introduction**

TriSys Desktop Application (Desktop Application) is a cloud-based recruitment software application delivered as an internet-based service for a fixed recurring fee. This document describes the Support Agreement, Service Level Agreement as well as Terms and Conditions of Business provided by TriSys Business Software Limited [the Company] to CUSTOMER-COMPANY-NAME [The Customer].

### **2. Scope**

The following products are covered by this agreement;

- TriSys version 10 or later versions

### **3. Service schedule**

#### **3.1 Access to service and support**

Access to the Services will be provided from the application which is downloaded and installed from the TriSys website.

Any support issues will be logged via the TriSys on-line support system, e-mail or telephone to the support help desk

On-Line Support System: [www.trisys.co.uk/support](http://www.trisys.co.uk/support)

Telephone number: 01223 77 22 80

E-mail: [support@trisys.co.uk](mailto:support@trisys.co.uk)

#### **3.2 Working Hours**

Technical support requests can be submitted through the TriSys Web site on-line support system at all times.

Telephone support is available during standard UK working days between 9am and 5.30pm Monday to Friday, not including UK Bank holidays.

The Company will use all reasonable endeavours to provide the Service 24 hours per day, seven days per week, including public holidays. The Service will have guaranteed availability of 99.9% during office hours and also 99.0% at all other times.

#### **3.3 Back Up**

A full data back is made at the close of each business day in accordance with best computing practice.

A copy of the backup can be made available to The Customer at a cost of £2,500.00 per written request, providing that the Customer has paid all outstanding Invoices for the Service and where required provides a data storage device for the data to be stored and returned to the customer. Where possible/applicable, data will be made available for download.

Additional hard copy backups can be sent to The Customer, at a cost of £2,500.00 per written request, providing that the Customer has paid all outstanding Invoices for the Service.

#### **3.4 Training**

Training can be provided at a cost of £250/hour.

A minimum cost of £250 applies. Any training provided will cover TriSys' products only.

### **4. Exclusions**

TriSys support staff will not be responsible for the following:

- Support to The Customer for any computer equipment connecting to the service

- Any issues arising from the provision of telecommunications to the Customer
- Loss of TriSys service arising from failure of the Customer's internet service provider (ISP)
- Training or application issues including "how do I" and "I am not quite sure how this works" questions

#### **5. Customers' Obligations**

The Customer will be responsible for the following:

- Providing appropriate high speed internet access from its computer equipment to the TriSys services
- Providing TriSys support staff with accurate diagnostic/error information as required for a support request
- Providing appropriate printer drivers, connected to its computers which are required to install remote printing capability
- Allowing access from its computers to the TriSys services, running using specific required internet protocols
- The payment of all invoices in accordance with the Company's standard payment terms & payment methods

#### **6. Fees**

The Customer will be charged a fee as per agreed formal TriSys product/service quotation. In the event that a formal quotation is not provided, fees will be as per raised invoice(s).

Unless where otherwise, invoices will be raised in advance and are due for payment within 14 days of receipt. Where possible, payment will be made by standing order by direct debit, to ensure continuity of service. The costs of any training will be invoiced separately and is payable in advance of training taking place.

The Company reserves the right to suspend performance of the Services provided under this Agreement in the event of non-payment of sums due under this Agreement.

The Company reserves the right to delete all data stored on the Company servers, in the event of non-payment of outstanding invoices. This deletion will normally be confirmed 30 days in advance, allowing the Customer to request a copy of all data, subject to payment of all outstanding invoices and any administrative fees.

Professional services (training, business analysis, consultancy and other professional services) are not included in the service subscription fee and are always subject to formal quotation. TriSys Business Software will not deliver consultancy services free of charge.

#### **7. Confidentiality**

The Company undertakes that, in respect of information of whatever nature, which is or has been disclosed to it by The Customer in connection with this Agreement:

- (a) it will not use any such information for any purpose other than in accordance with the terms of this Agreement and
- (b) it will treat such information and procure that it is kept confidential, and not disclose such information to any third party without the consent of The Customer.

#### **8. Privacy and Security**

The Company will ensure that all Customer data is secure and accessible only to authorised Customer and TriSys staff. Customer data will be held both on the live operational site and at the disaster recovery site. In both cases, access to data is only possible by authorised personnel. Please refer to the TriSys Privacy Policy and TriSys GDPR Statement documents for further information on security, availability, integrity and confidentiality.

#### **9. Term and Termination**

This Agreement will be effective from date of signature and/or date of formal agreement in writing and will remain in force unless terminated by either party on 30 days written notice. Cancellation of any user accounts will require 30 days' notice of closure.

On termination of the agreement, all data will be returned to The Customer provided that there are no outstanding sums due to the Company from The Customer. Returning of the data requires payment of £2,500.00 to cover the costs associated with preparing and returning the data. Data will be returned using industry-standard SQL Server .BAK format as well as all files associated with records on the TriSys database. No data will be kept by TriSys Business Software Ltd.

Confidentiality will survive termination of this Agreement indefinitely.

**10. Refunds**

In the event of service cancellation at the request of The Customer, neither full nor partial refunds will be issued.

**11. Limitation of Liability**

The Company will not be liable for any loss, damage, cost, expense including any claim for compensation whatsoever arising out of or in connection with the Services provided.

**12. Governing Law**

This agreement shall be governed by English Law and any dispute shall be under the jurisdiction of English Courts.

## **Service Support Agreement and Service Level Agreement (TriSys Remote Desktop Service)**

### **1. Introduction**

TriSys Remote Desktop (RDS) is a cloud-based recruitment software environment delivered as an internet-based service for a fixed recurring fee. This document describes the Support Agreement, Service Level Agreement as well as Terms and Conditions of Business provided by TriSys Business Software Limited [the Company] to CUSTOMER-COMPANY-NAME [The Customer].

### **2. Scope**

The following products are covered by this agreement;

- TriSys version cloud desktop
- TriSys version 10 or later

### **3. Service schedule**

#### **3.1 Access to service and support**

Access to the Services will be provided from the application which is downloaded and installed from the TriSys website.

Any support issues will be logged via the TriSys on-line support system, e-mail or telephone to the support help desk

On-Line Support System: [www.trisys.co.uk/support](http://www.trisys.co.uk/support)

Telephone number: 01223 77 22 80

E-mail: [support@trisys.co.uk](mailto:support@trisys.co.uk)

#### **3.2 Working Hours**

Technical support requests can be submitted through the TriSys Web site on-line support system at all times.

Telephone support is available during standard UK working days between 9am and 5.30pm Monday to Friday, not including UK Bank holidays.

The Company will use all reasonable endeavours to provide service 24 hours per day, seven days per week, including public holidays. The RDS Service will have guaranteed availability of 99% during office hours and 95% at all other times.

There will be occasions when the Company will have to install necessary security patches or software upgrades or perform specific technical support and/or maintenance work. On these occasions TriSys RDS support staff will endeavour to minimise any disruption to The Customer and will inform The Customer in advance wherever possible.

#### **3.3 Back Up**

A full data back is made at the close of each business day in accordance with best computing practice.

A copy of the backup can be made available to The Customer at a cost of £2,500.00 per written request, providing that the Customer has paid all outstanding Invoices for the Service and where required provides a data storage device for the data to be stored and returned to the customer. Where possible/applicable, data will be made available for download.

Additional hard copy backups can be sent to The Customer, at a cost of £2,500.00 per written request, providing that the Customer has paid all outstanding Invoices for the Service.

#### **3.4 Training**

Training can be provided at a cost of £250/hour.

A minimum cost of £250 applies. Any training provided will cover TriSys' products only.

#### **4. Exclusions**

TriSys support staff will not be responsible for the following:

- Support to The Customer for any computer equipment connecting to the service
- Any issues arising from the provision of telecommunications to the Customer
- Loss of TriSys service arising from failure of the Customer's internet service provider (ISP)
- Training or application issues including "how do I" and "I am not quite sure how this works" questions

#### **5. Customers' Obligations**

The Customer will be responsible for the following:

- Providing appropriate high speed internet access from its computer equipment to the TriSys services
- Providing TriSys support staff with accurate diagnostic/error information as required for a support request
- Providing appropriate printer drivers, connected to its computers which are required to install remote printing capability
- Allowing access from its computers to the Company's servers on specific network communications ports
- To request user account/licensing adjustments through the customer support portal
- Ensuring that its staff are familiar and able to use Microsoft products including e-mail and, where such knowledge may require assistance, ensuring the Customer has any form of IT support services available to assist with local computer / network configuration / troubleshooting
- The payment of all invoices in accordance with the Company's standard payment terms

#### **6. Fees**

The Customer will be charged a fee as per agreed formal TriSys product/service quotation. In the event that a formal quotation is not provided, fees will be as per raised invoice(s).

Unless where otherwise, invoices will be raised in advance and are due for payment within 14 days of receipt. Where possible, payment will be made by standing order by direct debit, to ensure continuity of service. The costs of any training will be invoiced separately and is payable in advance of training taking place.

The Company reserves the right to suspend performance of the Services provided under this Agreement in the event of non-payment of sums due under this Agreement.

The Company reserves the right to delete all data stored on the Company servers, in the event of non-payment of outstanding invoices. This deletion will normally be confirmed 30 days in advance, allowing the Customer to request a copy of all data, subject to payment of all outstanding invoices and any administrative fees.

Professional services (training, business analysis, consultancy and other professional services) are not included in the service subscription fee and are always subject to formal quotation. TriSys Business Software will not deliver consultancy services free of charge.

#### **7. Confidentiality**

The Company undertakes that, in respect of information of whatever nature, which is or has been disclosed to it by The Customer in connection with this Agreement:

- (a) it will not use any such information for any purpose other than in accordance with the terms of this Agreement and
- (b) it will treat such information and procure that it is kept confidential, and not disclose such information to any third party without the consent of The Customer.



**8. Privacy and Security**

The Company will ensure that all Customer data is secure and accessible only to authorised Customer and TriSys staff. Customer data will be held both on the live operational site and at the disaster recovery site. In both cases, access to data is only possible by authorised personnel. Please refer to the TriSys Privacy Policy and TriSys GDPR Statement documents for further information on security, availability, integrity and confidentiality.

**9. Term and Termination**

This Agreement will be effective from date of signature and/or date of formal agreement in writing and will remain in force unless terminated by either party on 30 days written notice. Cancellation of any user accounts will require 30 days' notice of closure.

On termination of the agreement, all data will be returned to The Customer provided that there are no outstanding sums due to the Company from The Customer. Returning of the data requires payment of £2,500.00 to cover the costs associated with preparing and returning the data. Data will be returned using industry-standard SQL Server .BAK format as well as all files associated with records on the TriSys database. No data will be kept by TriSys Business Software Ltd.

Confidentiality will survive termination of this Agreement indefinitely.

**10. Refunds**

In the event of service cancellation at the request of The Customer, neither full nor partial refunds will be issued.

**11. Limitation of Liability**

The Company will not be liable for any loss, damage, cost, expense including any claim for compensation whatsoever arising out of or in connection with the Services provided.

**12. Governing Law**

This agreement shall be governed by English Law and any dispute shall be under the jurisdiction of English Courts.

## **Annual Support Agreement and Service Level Agreement (TriSys Onsite)**

### **1. Introduction**

TriSys Onsite CRM (TriSys Onsite) is a locally installed recruitment software platform which runs on the customers' own servers. This document describes the Support Agreement, Service Level Agreement as well as Terms and Conditions of Business provided by TriSys Business Software Limited [the Company] to CUSTOMER-COMPANY-NAME [The Customer].

### **2. Scope**

The following products are covered by this support agreement;

- TriSys version 10 or later

### **3. Service schedule**

#### **3.1 Access to service and support**

Access to the Services will be provided from the application which is downloaded and installed from the TriSys website.

Any support issues will be logged via the TriSys on-line support system, e-mail or telephone to the support help desk

On-Line Support System: [www.trisys.co.uk/support](http://www.trisys.co.uk/support)

Telephone number: 01223 77 22 80

E-mail: [support@trisys.co.uk](mailto:support@trisys.co.uk)

#### **3.2 Working Hours**

Technical support requests can be submitted through the TriSys Web site on-line support system at all times.

Telephone support is available during standard UK working days between 9am and 5.30pm Monday to Friday, not including UK Bank holidays.

The Company will use all reasonable endeavours to provide the Service 24 hours per day, seven days per week, including public holidays. The Service will have guaranteed availability of 99.9% during office hours and also 99.0% at all other times.

#### **3.3 Services provided**

- Problems logged will be resolved as soon as possible by the Company
- Where possible the Company will update the Customer or employee logging the error, of progress made resolving the issue
- Where an error prevents the Customer from using the system, or disables major functions, the Company shall take action to remedy the error within 1 working day
- Where a TriSys Error is reported with non-essential functions disabled, the Company shall take action to remedy the error within 3 working days
- The Company will investigate and endeavour to fix the problem and will apply patches or amendments to TriSys if required
- If the problem, due to its complexity or the involvement of third parties, cannot be fixed within these fix times, the Company will endeavour to provide a temporary solution within the fix time
- Where a problem cannot be clearly defined as belonging to a specific area, the Company will work with The Customer to identify a solution wherever possible

#### **3.4 Exclusions**

- Training or application issues including "how do I" and "I am not quite sure how this works" type questions

- Network management or maintenance
- Desktop management or maintenance
- Hardware/infrastructure faults
- Third Party Software applications/services
- Any modifications or alterations of TriSys software by anyone other than the Company or its agents
- Support issues where the Customer has not implemented previous recommendations/actions
- Repeatedly providing instructions which are normally expected to be documented internally by the customers' operational and/or IT support teams

### **3.5 Customer obligations**

- To provide the Company with reliable remote access to TriSys programs as required for a service request.
- To provide the Company with accurate diagnostic/error information as required for a service request.
- If necessary, to send the Company disk files electronically or via a registered delivery / courier service.
- To regularly back up full security copies of the Software and of its databases and computer records in accordance with best computing practice.
- To securely store and maintain updated documentation relating to TriSys configurations required for the correct operation of specific services which are required for the correct and full operation of TriSys
- To request user account/licensing adjustments through the customer support portal
- Ensuring that its staff are familiar and able to use Microsoft products including e-mail and, where such knowledge may require assistance, ensuring the Customer has any form of IT support services available to assist with local computer / network configuration / troubleshooting
- The payment of all invoices in accordance with the Company's standard payment terms

### **4. Support Costs**

- If the problem cannot be resolved via remote access and a site visit is required, the Company reserves the right to charge for on-site visits at a rate of £125/hour plus travelling expenses
- The current annual charge for providing remote access support will be subject to the Company's standard terms and conditions of service.
- The Company reserves the right to review and revise the estimated cost of providing remote access support at any time.
- If the estimated cost increases above the total support agreement value, written confirmation will be required from the Customer to amend the support agreement. No further work will be carried out by the Company until written acceptance of these revised charges is received by the Company.
- All support charges will be invoiced to the Customer in advance and are payable within 14 days from date of invoice
- The costs of any additional consultancy work or additional software licenses will be charged separately
- Prices quoted are based on information provided by the Customer
- The Company reserves the right to suspend performance of the Services provided under this Agreement in the event of non-payment of sums due under this Agreement

### **5. Term and Termination**

This Agreement will be effective from date of signature and will remain in force for one year unless terminated by either party on 30 days' notice.

At the end of the one year period the Agreement will be automatically renewed for successive one year periods, unless at least 30 days prior to any renewal either Party notifies the other that the Agreement will not be automatically renewed.

Confidentiality will survive termination of this Agreement indefinitely.

**6. Limitation of Liability**

The Company will not be liable for any loss, damage, cost, expense including any claim for compensation whatsoever arising out of or in connection with the Services provided.

**7. Governing Law**

This agreement shall be governed by English Law and any dispute shall be under the jurisdiction of English Courts.

## **TriSys Business Software Terms and Conditions of Business**

1. The following Terms and Conditions shall apply between TriSys Business Software Limited and any of its subsidiaries or associates hereinafter called **"the Company"** and the engaging client customer hereinafter called **"the Customer"** and are deemed to have been accepted by the Customer by its engagement of the Company to provide the Products and/or the Services as detailed in a quotation or the Customer's Purchase Order.
2. The Company develops, markets and supports TriSys Recruitment Software, TriSys CRM, TriSys API, TriSys Apex, TriSys Desktop Application, TriSys Remote Desktop Service, TriSys Mobile, TriSys Web Jobs, and the Ideometrix Framework hereinafter called **"the Products"** together with related implementation, support or bespoke development work hereinafter called **"the Services"**.
3. The Products must be used in accordance with the Software license provided by the Company.
4. The Company will not be liable to the Customer for any loss, damage, cost, expense including any claim for compensation whatsoever arising out of or in connection with the Products and/or the Services provided.
5. The Company will provide the Customer with a quotation outlining the cost of providing the Products and/or the Services. Prices will exclude Value Added Tax which will be charged at the prevailing rate on the date of invoice. The quotation is an estimated cost which reflects an outline work plan and the estimated cost of services and materials provided to the Company by its suppliers.
6. The Company reserves the right to review and revise the estimated cost of providing the Products and/or Services at any time. If the estimated cost increases above the total agreed project value or the value of the Customer's Purchase Order, written confirmation will be required from the Customer to amend the total agreed project value. No further work will be carried out by the Company until written acceptance of these revised charges is received by the Company.
7. The Services provided will be charged on a time basis at the hourly or daily rate detailed in the quotation or Customer's Purchase Order. Supplementary expenses including but not limited to telephone, postage, photocopying, fax etc. will be charged separately.
8. Invoices in respect of the Products will be due for payment on receipt of the invoice and title shall not pass to the Customer until payment is received.

9. Invoices in respect of all Services are payable in full in advance of delivery.
10. All invoices must be paid within 14 days of the invoice date unless where otherwise noted. Interest will be charged at 2% above the prevailing base rate on all sums remaining unpaid after 30 days.
11. The Company reserves the right to cease work or withdraw the Products and/or the Services if any invoice is not paid by the due date or if any request for confirmation of payment date is not satisfied promptly.
12. The Company reserves the right to permanently remove all data stored on the Company servers (with standard 30 day notification in advance of the removal) if any invoice is not paid by the due date or if any request for confirmation of payment date is not satisfied promptly.
13. The Company confirms that all software supplied by the Company is licensed in accordance with the manufacturer's terms and conditions and that the Company does not accept responsibility for any software not purchased by the Company for or on behalf of the Customer.
14. All written information and data of either party marked confidential and supplied to the other in connection with the Products and/or services will be treated as confidential by the recipient, using the same degree of care as with its own confidential information. Confidential information will not be copied or made available to any third party without the disclosing party's consent. These obligations do not apply to information already in the public domain.
15. For Privacy and GDPR information, please visit [www.trisys.co.uk](http://www.trisys.co.uk) where you will be able to consult the updated TriSys Business Software Privacy Policy and GDPR Statement documents.

No variation shall be made to these standard terms and conditions of business without the written consent of a Director of the Company.

**SIGNED by:**

**NAME, POSITION**

**TRISYS BUSINESS SOFTWARE LIMITED**

**DD/MM/YYYY**

**SIGNED by:**

**NAME, POSITION**

**COMPANY**

**DD/MM/YYYY**