INTELISYS CLAMNET® WEB PORTAL

PART 1. DESCRIPTION

1. INTRODUCTION

The Intelisys Clamnet® system comprises the Clam telemetry data loggers and associated sensors, the Clamnet Web Portal and the Clamnet App for iOS and Android. The Clamnet Web Portal is an M2M web-based platform which allows connection for Clam telemetry data loggers to upload, store and display the data collected by the Clam devices.

The platform is made available as a managed service to all owners of Clam telemetry systems by purchase of an annually renewable licence from Clam suppliers.

2. SYSTEM DESCRIPTION

The Clamnet Web Portal receives data from active Clam devices at user determined upload intervals. This data is stored in a time-series for subsequent browser access, visualisation and analysis via a secure log-in system.

User defined alarm conditions registered at the Clam device will trigger additional data upload and sending of email notification of the alarm.

Each Clam logging unit is uniquely identified on the system and units can be geographically located on the mapping interface. Units can be grouped into geographic or non-geographic hierarchical zones to ease management of larger numbers.

The configuration of the Clam is held on the system and can be edited to remotely update the logging parameters. The Clam firmware can also be updated via the application to ensure all units benefit from the latest version.

3. DATA ACCESS AND SECURITY

The Clamnet Web Portal operates using the Amazon Web Servics (AWS) cloud storage service. This service offers industry-leading scalability, data availability, security, and performance.

AWS provides virtually 100% data durability by automatically storing copies across multiple systems so data is available when needed and protected against failures, errors and threats. Data is secured from unauthorised access with encryption features and access management tools. Compliance programs help meet data protection regulatory requirements.

Once data is in the system it is held live, and in back-up, for 2 years, beyond which it will be archived on a rolling monthly basis.

Should the data upload service not be renewed at any stage the data will remain accessible to the owner, to download if required, for a period of 12 months beyond the discontinuation after which it will be deleted.

4. SUPPORT

Support for the Clamnet Web Portal is provided by the development team via a cloud-based Issue Tracking System. This self-service ticketing system allows users to easily submit requests for support and track progress on issue resolution.

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A powerful support tool for Clamnet is the Remote Debugging and Configuration Functionality. This allows the support team to take control of a remote Clam to diagnose problems when it is connected by a user to the Clamnet App and the remote access mode initiated.

5. COSTS

The charge (Clamnet Data Upload Fee) for using the Clamnet Web Portal to upload, store and access data is payable per year in advance. This charge includes on-line support for the system but excludes the cellular data plan (SIM) used for the Clam to communicate with the Portal.

6. SERVICE LEVEL AGREEMENT

The Clamnet Web Portal is subject to the terms and conditions set out in the Part 2 below together with the Service Level Agreement in Schedule 1.

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PART 2. AGREED TERMS

WE ONLY SELL OUR SERVICES TO BUSINESSES. WE DO NOT SELL OUR SERVICES TO CONSUMERS. IF YOU ARE NOT PROPOSING TO BUY OUR SERVICES IN THE COURSE OF YOUR TRADE, BUSINESS OR PROFESSION THEN PLEASE DO NOT PLACE AN ORDER.

Your attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1. About us

1.1 **Company details. INTELISYS LIMITED** (company number 03180559) (**we** and **us**) is a company registered in England and Wales and our registered office is at Bramley Beck, Blawith, Ulverston. Cumbria England LA12 8EL (previously trading as **SALAMANDER GROUP)**. Our main trading address is the same as our registered office. Our VAT number is 229 5340 06. We operate the website http://www.salamander-group.co.uk.

1.1 **Contacting us.** We can be contacted by e-mail at *info@intelisys.co.uk* and via our Helpdesk at *https://clamnet.jitbit.com/*. How to give us formal notice of any matter under the Contract is set out in clause 18.2.

1.2 **Business Insurances.** We maintain Product Liability, Cyber and Privacy Liability and Professional Indemnity insurances in addition to normal business risks insurance.

2. Our contract with you

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

3. Placing an order and its acceptance

3.1 **Placing your order.** Please contact us using the details above to place an order. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.

3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any information submitted by you is complete and accurate.

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3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email acknowledging that it has been received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.

3.4 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

3.5 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

4. Cancelling your order and obtaining a refund

4.1 You may cancel the Contract and receive a refund, if you notify us as set out in clause 4.2 within five days of your receipt of the Order Confirmation. You cannot cancel the Contract once we have commenced the provision of the Services, even if the five-day period is still running.

4.2 To cancel the Contract, you must contact Salamander Group by email detailing the IMEI numbers for the devices for which the Services are to be cancelled. We will email you to confirm we have received your cancellation.

4.3 If you cancel the Contract, we will refund you in full for the price you paid for the Services, by the method you used for payment.

4.4 Services may be cancelled part way through the annual contract period but no refunds will be provided.

5. Our services

5.1 **Descriptions and illustrations.** The Services comprise access to, and use of, the Clamnet Web Portal as described in Part 1 of this document. Each Clam RTU is uniquely identified by its IMEI number and the Services are provided, and paid for, individually for each device. Any descriptions or illustrations on our website are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

5.2 **Compliance with Service Level Agreement and the Service Specification**. Subject to our right to amend the specification (see clause 5.3) we will supply the Services to you in accordance with:

(a) the specification for the Services appearing on this document at the date of your order in all material respects; and

(b) the Service Level Agreement which is included as a schedule to these Terms.

5.3 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

5.4 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

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6. Your obligations

6.1 It is your responsibility to ensure that:

(a) the terms of your order are complete and accurate;

(b) you co-operate with us in all matters relating to the Services;

(c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and

(d) you prepare your Clam devices for the supply of the Services;

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):

(a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under clause 15 (Termination);

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

(c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

7. UK Service Base

7.1 Salamander is a UK based company and provides the Services from the UK. When providing Services to customers outside the UK the time differences may cause some delays in communication.

7.2 You may place an order for the Services from an address outside the UK, but this order must be for performance of the Services to an address in the UK.

8. Charges

8.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 8.

8.2 The Charges are the prices quoted on at the time you submit your order. All Charges are invoiced and are payable in UK £.

8.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

8.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, if we discover an error in the price of the Services you ordered we will email you detailing the error and proposing the remedy.

8.5 We reserve the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding

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12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

8.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

9. Payment

9.1 Payment for the Services is in advance. We will invoice for your first payment upon acceptance of your order and will invoice subsequent payments annually in advance.

9.2 The annual renewal date for the Services is 1 October each year. If Services first commence for a device between 1 October and 31 March, then the full annual fee is payable. If services first commence between 1 April and 30 September a 50% fee is payable.

9.3 We will send you an electronic invoice at least one month prior the service renewal date. Payment should be made on or before the renewal date to ensure continuity of the Service.

9.4 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 15 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.5 All amounts due under the Contract must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Complaints

If a problem arises or you are dissatisfied with the Services, please raise a complaint via the Helpdesk.

11. Intellectual property rights

11.1 All intellectual property rights in the data gathered from your Clams by us will be owned by you. This data will be treated as confidential and we hereby agree not to disclose the data to any third party or to use the data for any purpose except to provide the Services without first obtaining your express written agreement.

11.2 You agree to grant us a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to gather, process and store your data solely for the purposes of providing the Services.

12. How we may use your personal information

12.1 We will use any personal information you provide to us to:

(a) provide the Services; and

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(b) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

12.2 Further details of how we will process personal information are set out in our privacy policy: *http://www.intelisys.co.uk/privacy-policy*

13. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £1m per claim for Professional Indemnity, Cyber and Privacy Liability and £5m per claim for Products Liability. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.3 Subject to clause 13.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) any indirect or consequential loss.

13.4 Subject to clause 13.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to an amount equal to the the total Charges paid to us under the Contract during the year in which the liability arises.

13.5 We have given commitments as to compliance of the Services with the relevant specification in clause 5.2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

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13.7 This clause 13 will survive termination of the Contract.

14. Confidentiality

14.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 14.2.

14.2 We each may disclose the other's confidential information:

(a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 14; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

15. Termination

15.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

(a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;

(b) you fail to pay any amount due under the Contract on the due date for payment;

(c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

(e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

15.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

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16. Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

16.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

17. Non-solicitation

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

18. Communications between us

18.1 When we refer to "in writing" in these Terms, this includes email.

18.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

18.3 A notice or other communication is deemed to have been received:

(a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent by email, at 9.00 am the next working day after transmission.

18.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

18.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

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19. General

19.1 Assignment and transfer.

(a) We may assign or transfer our rights and obligations under the Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

19.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

19.3 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

19.4 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

19.6 Governing law and jurisdiction. The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

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Schedule 1

Service Level Agreement

1. INTERPRETATION

The following definitions and rules of interpretation apply in this schedule.

1.1 Definitions:

Clamnet Web Portal Fee: The annual fee payable for each Clam unit hosted on the Clamnet Web Portal

Commercially Reasonable Efforts: the same degree of priority and diligence with which the Supplier meets the support needs of its other similar customers.

Customer Cause: any of the following causes:

(a) any improper use, misuse or unauthorised alteration of the Software by the Customer;

(b) any use of the Software by the Customer in a manner inconsistent with the then-current Documents;

(c) the use by the Customer of any hardware or software not provided by the Supplier [or approved by the Supplier in the Specification for use by the Customer in connection with the Software]; or

(d) the use of a non-current version or release of the Software.

Fault: any failure of the Software to operate in all material respects in accordance with the Specification and Documents, including any failure or error referred to in the Service Level Table.

Higher-level Support: priority support provided in response to Support Request escalation by a Customer

In Contract: the Clamnet Data Upload Fee has been paid for specific Clam unit where the support request related to an individual unit, or where one or more data upload fees have been paid for a general app support request

Main Agreement: the agreement to which this schedule relates.

Out of Contract: the Clamnet Data Upload Fee for a specific Clam unit has not been renewed at the end of the Support Period

Out-of-scope Services: any of the following services:

(a) any services provided by the Supplier in connection with any apparent problem regarding the Software reasonably determined by the Supplier not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination); or

(b) any Support provided by the support team that is requested by a Customer but is not related to a Fault.

(c) Any Out of Contract support

Service Credits: the service credits specified in the table set out in paragraph 6.1.

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Service Levels: the service level responses and response times referred to in the Service Level Table.

Service Level Table: the table set out in paragraph 5.1.

Solution: either of the following outcomes:

(a) correction of a Fault; or

(b) a workaround in relation to a Fault (including a reversal of any changes to the Software if deemed appropriate by the Supplier) that is reasonably acceptable to the Customer.

Supplier: Intelisys Limited

Support Fees: time and expense based charges specified in the table set out in paragraph 3.2 which are applicable to Out-of-scope Services.

Support Period: a period for which the Clamnet Data Upload Fee has been paid for a particular Clam.

Support Request: request made by the Customer in accordance with this schedule for support in relation to the Software, including correction of a Fault.

Support Services: maintenance of the then-current version or release of the Software, including remote debugging if applicable, but excluding any Out-of-scope Services.

1.2 All initial capitalised terms in this schedule shall have the meaning given to them in the Main Agreement.

2. SUPPORT SERVICES

2.1 During the Support Period the Supplier shall perform the Support Services in accordance with the Service Levels.

2.2 As part of the Support Services, the Supplier shall:

(a) provide support via the Helpdesk Support Ticket System which is accessed from within the Clamnet Portal

(b) commit appropriate resources to the provision of Support Services;

(c) where support is not provided within the relevant Service Level response time and the Customer escalates its Support Request, provide Higher-Level Support;

(d) use Commercially Reasonable Efforts to correct all Faults notified under paragraph 4.3(a); and

(e) provide technical support for the Software in accordance with the Service Levels.

2.3 The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.

2.4 The Customer acknowledges that the Supplier is not obliged to provide Out-of-scope Services.

3. FEES

3.1 The provision of Support Services on a remote, off-site basis (such as via the Helpdesk system, via the remote debugging functionality, over the telephone or by e-mail) within the Support Period shall be included in the Clamnet Web Portal Fee.

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3.2 The provision of Support Services outside the Support Period or at the Customer Site or the provision of Out-of-scope Services shall be charged for at the applicable time and materials Support Fees are available on request

4. SUBMITTING SUPPORT REQUESTS AND ACCESS

4.1 The Customer may request Support Services by way of a Support Request entered into the Helpdesk system within the Clamnet Web Portal.

4.2 Each Support Request shall include a description of the problem and the start time of the incident and any other relevant information.

4.3 The Customer shall provide the Supplier with:

(a) prompt notice of any Faults; and

(b) such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Supplier in writing) remote access to the Customer System, as are reasonably necessary to assist the Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

4.4 All Support Services shall be provided from the Supplier's office.

4.5 The Customer acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Supplier direct access at the Customer Site to the Customer System and the Customer's files, equipment and personnel.

4.6 The Customer shall provide such access promptly, provided that the Supplier complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to the Supplier.

5. SERVICE LEVELS

5.1 The Supplier shall:

(a) prioritise all Support Requests based on its reasonable assessment of the severity level of the problem reported; and

(b) respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

Severity level of Fault	**Definition**	**Service Level response and response time**
1	**Business Critical Failures:** An error in, or failure of, the Software that:	**Level 1 Response:** Acknowledgment of receipt of a Support Request within 1 hour.

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	a) materially impacts the operations of the Customer's business or marketability of its service or product; b) prevents necessary work from being done; or c) disables major functions of the Software from being performed.	**Level 2 Response:** The Supplier shall: a) restore the Software to a state that allows the Customer to continue to use all functions of the Software in all material respects within 36 hours after the Level 1 Response time has elapsed; and b) exercise Commercially Reasonable Efforts until full restoration of function is provided. **Level 3 Response:** The Supplier shall work on the problem continuously and implement a Solution within 5 Business Days of receipt of the Support Request. If the Supplier delivers a Solution by way of a workaround reasonably acceptable to the Customer, the severity level assessment shall reduce to a severity level 2 or lower.
2	**System Defect with Workaround:** a) a critical error in the Software for which a work- around exists; or b) a non-critical error in the Software that affects the operations of the Customer's business or marketability of its service or product.	**Level 1 Response:** Acknowledgment of receipt of a Support Request within 1 hour. **Level 2 Response:** The Supplier shall, within 4 Business Days after the Level 1 Response time has elapsed, provide: a) an emergency software fix or workaround, or; and b) temporary release or update release, which allows the Customer to continue to use all functions of the Software in all material respects. **Level 3 Response:** The Supplier shall provide a permanent Fault correction as

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		soon as practicable and no later than 20 Business Days after the Supplier's receipt of the Support Request.
3	**Minor Error:** An isolated or minor error in the Software that: a) does not significantly affect Software functionality; b) may disable only certain non-essential functions; or c) does not materially impact the Customer's business performance.	**Level 1 Response:** Acknowledgment of receipt of the Support Request within 1 hour. **Level 2 Response:** The Supplier shall provide a permanent Fault correction within 30 Business Days after the Level 1 Response time has elapsed.

5.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

5.3 The Supplier shall give the Customer regular updates via the Issue Tracking System of the nature and status of its efforts to correct any Fault.

6. SERVICE CREDITS

6.1 If the Supplier fails to provide a Solution within the relevant Service Level response time, the Customer shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Fault on submitting a written claim for such Service Credit, provided that the relevant Fault or other problem relating to the Software:

(a) did not result from a Customer Cause or a cause outside the Supplier's control; and

(b) was promptly notified to the Supplier under paragraph 4.3(a).

Severity Level of Fault	Service Credit
1	An amount equal to 5% of the then current annual Clam Data Upload Fee for each unit affected for each additional full Business Day (not to exceed 10 Business Days) that the Supplier fails to provide a Solution.
2	An amount equal to 2% of the then current annual Clam Data Upload Fee for each unit affected for each additional full Business Day (not to exceed 10 Business Days) that the Supplier fails to provide a Solution.
3	0%.

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6.2 The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.

6.3 The provision of a Service Credit shall be an exclusive remedy for a particular Service Level failure.

6.4 Service Credits shall be shown as a deduction from the amount due from the Customer to the Supplier in the next invoice then due to be issued under the Main Agreement. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

7. OTHER REMEDIES

If a Solution is not provided within the relevant Service Level response time, the Customer may escalate the Support Request to the parties' respective relationship managers and then to their respective senior management:

8. DATA STORAGE PERIOD

For each Clam unit remaining In-Contract the data will be stored live for 24 months beyond which the data may be archived. This allows rapid data restore if required at any stage and can be made available by submitting a request via the Helpdesk system.

Once Clam units are Out-of-Contract the data will be retained on the same basis as In-Contract data for a period of 12 months during which the Customer will have full access. Beyond 12 months the Customer will be informed that the data will be deleted. After 18 months Out-of-Contract the data will be deleted from storage and the Customer will no longer have access to the system

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