

HACCP Now Live Service Agreement

for

<YOUR COMPANY NAME HERE>



Prepared by: James T Flynn
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HACCP Now
47 London Road
Edinburgh, UK
EH7 5SP

Tel: +44 0131 208 0995
Fax: +44 131 464 0318
Mob: +44 7967 750439
Email: jim.flynn@haccpnow.co.uk

Parties to this Agreement

This Service Level Agreement is entered into by:

Hereafter referred to as “**The Company**”: **HACCP Now** having its offices at:

47 London Road, Edinburgh, United Kingdom, EH7 5SP

Tel: +44(0)7967 750439, Email: jim.flynn@haccpnow.co.uk

Hereafter referred to as “**The Customer**”: <**YOUR COMPANY NAME HERE**> having its offices at:

<**YOUR BUSINESS ADDRESS DETAILS HERE**>

Tel: <TEL NO>, Email: EMAIL DETAILS

Providing Service to **you** (hereafter referred to as) “**The Customer**” based at the address provided to The Service provider when you purchase HACCP Now Live via the HACCP Now web site:

1. The Term of the Service Level Agreement: This agreement shall run from the Start Date for 12 months and will roll on for another 12 months automatically without further notice.

2. Services covered under this agreement: The following (referred to hereafter as) “Services” are covered under this Service Agreement.

2.1 The Maintenance and Upgrade of HACCP Now: This includes all fixes and patches together with upgrades available from time to time. A minimum of one upgrade per year will be provided. This also includes all telephone and email support issues but does NOT cover on site support. All issues will be logged in **The Company**’s Manage Now system and **The Customer** will be provided with a login to the system in order to view progress on such issues. Automatic updates for HACCP Now Live are sent from time to time from our Manage Now system in order to update **The Customer** on any open issues. All upgrades and bug fixes will be provided via the automatic HACCP Now Update Service unless there is a third party component required in order to resolve a technical issue on **The Customer**’s PC. In this case a removal of the HACCP Now Live PC software and re-installation from a download link will be required.

2.2 Database and Data access: This includes access over the Internet to HACCP Now Live database server. This stores your data and provides services related to that data. **The Company** will undertake everything needed to support, maintain and back up the system. **The Company** will also provide all the software required in order to provide an accessible, usable and uninterrupted service to **The Customer**.

3.0 Service Levels: **The Company** has a structured means of agreeing with **The Customer** Service Level for each “Request for Service” (RFS). A Request for Service is

any question, technical issue or other event that requires **The Company** to take action. The decision criterion for this is detailed in Appendix 1. **The Company** will make all reasonable efforts to respond to all requests for service by return where a major problem (in **The Customers** opinion) has occurred.

All issues will be logged in **The Company's** Manage Now system and **The Customer** will be provided with a login to the system in order to view progress on such issues. Automatic email updates are also sent from time to time from our Manage Now system in order to update **The Customer** on any open issues. All upgrades and bug fixes will be provided via the HACCP Now Update service unless there is a third party component required in order to resolve a technical issue on **The Customer's** PC. In this case a removal of the HACCP Now Live PC software and re-installation from a download link will be required.

The Customer agrees to allow **The Company** remote access as and when required and by prior agreement to **The Customer's** PC in order to carry out training, implementation or support tasks.

4.0 Continuance of Service: In the unlikely event that **The Company** ceases to trade for any reason, including bankruptcy, takeover, etc., **The Company** pledges to make all reasonable efforts to ensure that a suitable third party takes on this Service Agreement and the support of our services and products. In the unlikely event that a Solutions Provider no longer able to provide HACCP Now Live services, **The Company** pledges to make all reasonable efforts to ensure that a suitable party, this being another HACCP Now Live service Provider or other third party, takes on this Service Agreement and the support of the HACCP Now Live services and products. After having received notice from the Solutions Provider **The Customer** has 14 days to contact **The Company** and to decide if the service should be continued by **The Company** or another regional HACCP Now Live Service Provider. HACCP Now Live services will be continued for **The Customer** based on equal pricing conditions as agreed between the **Customer** and **The Company**.

5.0 Exclusions: **The Company** shall not be liable for the cost of repair and damage to the software caused by:

5.1 Theft, fire, flood, accident, explosion or acts of God.

5.2 Misuse or negligence in the use of The Software by the user or deliberate acts of sabotage.

5.3 Inspection, adjustment or repair of The Software by persons not in the employ or official Solutions Providers of **The Company**. A list of official Solutions Providers can be found on the website: www.haccpnow.co.uk

6.0. Ownership of Data

All data entered into the HACCP Now Live system remains property of **The Customer**. Data will be protected against disclosure in order to remain private and will be NOT disclosed in any way by **The Company**, its representatives or the Solutions Providers.

7.0 Entry of Premises: **The Customer** shall allow for all necessary access to their premises to enable **The Company** or its Solutions Provider to carry out services and repairs as agreed. **The Company** shall comply with the requirements of **The Customer** in the matter of ensuring the identity and bona fides of any engineer or other person requiring to be admitted to **The Customers'** premises in connection with this Agreement.

8.0 Termination: The Agreement shall remain in force for one year from the date of acceptance by **The Customer** and thereafter cancelled by either **The Customer** or **The Company** on 30 days notice advance written notice prior to the end of the current contract period.

Upon termination a data file containing all **The Customer's** data will be provided to **The Customer** within 14 days of request in writing or by email. The format of this data file is to be determined by **The Company** since this work will be at our cost.

9.0 Payment Options: Payment for the service and support agreement will be made upon request by Paypal, bank transfer or online payment method as is in use by **The Company** at the time.

10.0 Training

The Company undertakes to train **The Customer** in all relevant aspects of the product, general advice on how to work and operate the HACCP Now Live system at its best.

11.0 Implementation

The System will be implemented online within 24 hrs of receipt of payment. The software will be installed via a download link from the HACCP Now web site. This will be provided within 24 hrs of purchase.

The Company undertakes, on request, to provide **The Customer** with additional HACCP Consultancy, Training and Audit Services. The cost of such services will be advised on a case by case basis. Such training is intended to cover specific issues related directly to **The Customers** needs and is not a replacement for Training and Support on the use of the Software as this is included in the fees paid already by **The Customer**.

12.0 Agreement

I agree to the terms and conditions set out in this agreement. This agreement should be printed and signed and return to **The Company**.

Signed: _____ : Signed
for and on behalf of **The Customer**: for and on behalf of **The Company**:

Name: Name:

Position: Position:

Date: Date:

Appendix 1 – Service Level Agreements

HACCP Now offers Support based on a combination of Priority and Consequences of the issue in question:

Priority	Critical	Urgent	Important	Normal
Consequences	Resp. 1h/Res. 4h	Resp. 4h/Res. 8h	Resp. 1d/Res. 2d	Resp. 1w/Res. 2w
Business Critical	1	2	4	7
Serious Loss	3	5	8	11
Medium Loss	6	9	12	14
Inconvenience	10	13	15	16

Key: Resp. – Response; Res. – Resolution; h – hours; d – days; w – weeks; m – months; N.Rel – Next Release

Each incident logged with HACCP Now has four levels of priority from Critical (highest) to Normal (lowest). In addition the consequences of the incident must be determined in order to help prioritise all issues in a logical and fair manner. This is called IMPACT and the value of IMPACT is shown above in the matrix. The IMPACT level is determined jointly (i.e. by the Customer and HACCP Now) by answering two questions about any issue that requires action. This is recorded in the HACCP Now Incident Management System.

The two questions are designed to establish the **Priority** and **Consequences** of the issue. **Both the Customer and HACCP Now must agree the answers** to these before the issue is assigned an IMPACT level according to the matrix above. The IMPACT level will then determine how quickly the issue is to be dealt with and its position in the incident queue. The two questions are as follows:

1. **Priority** – “How quickly must the issue be resolved in order to minimise damage to the business or restore normal operation?”
2. **Consequences** – “What are the consequences of non resolution within the priority timescales?”

An escalation of Priority takes place as its deadline draws near, this ensures that the IMPACT level escalates as time progresses.

Annex 1

HACCP Now Live Price List – 2008

HACCP Now Live Costs		
HACCP Now First Year Payment	£590	for the first 2 users (includes setup costs)
Additional Standard User	£150	per year
Additional Data Capture User	£ 60	per year
Annual Hosting and Support Cost (year 2 onwards)	£190	per year for Annual up front systems

Notes:

1. A Monthly payment plan exists. The Customer pays £200 GBP up front set up fees followed by £25 GBP per month per user for the duration of the agreement and this amount continues after 12 months. Data Capture users on the monthly payment plan pay £6 GBP per month.
2. Additional users will require payment of £15 GBP per month or £150 GBP if paid annually.
2. Prices in GBP excl VAT.
3. VAT not payable for European countries and abroad.