

This service level agreement (“**SLA**”), between you and Datcom, together with Datcom’s Master Services Agreement and Order forms the Contract between you and Datcom.

1. INTERPRETATION

- 1.1. Terms defined in Datcom’s Master Services Agreement shall have the same meaning in this SLA.
- 1.2. In addition, the following definitions shall apply:
 - “**Sage 200**” the software used by the Customer and supported by Solutions for Accounting Ltd
 - “**Data**” the Customer’s private data contained within Sage 200
 - “**Hosted Service**” means the infrastructure owned and operated by Datcom, such as servers and network
 - “**SaaS**” means Software as a Service
 - “**Service**” means Sage 200 on the Hosted Service
 - “**Service Availability**” means the status of the Service and whether it is available to the Customer
- 1.3. The parties confirm that the terms of this SLA together with Datcom’s Master Services Agreement and the Order Form apply only to the Services covered by the Contract and not to any general maintenance of the Customer’s IT infrastructure.

2. SERVICES

- 2.1. Datcom will provide Hosted Services for Sage 200
- 2.2. Datcom does not provide direct end user support for Sage 200
- 2.3. The standard Term for this service is 12 months unless otherwise stated on the Order.
- 2.4. During the Term Datcom will provide Hosted Services for Sage in accordance with the Service Levels.
- 2.5. During the Term the number of users may not be downgraded to a quantity below that which was specified on the Order within the Term.

3. CHARGES

- 3.1. The per user charge will vary depending on the quantity of users required to access the system, the backup policy and additional Microsoft software.
- 3.2. All payments will be made by Direct Debit on a monthly basis.

4. REPORTING FAULTS AND ACCESS

- 4.1. All faults in relation to Service Availability, performance and Sage 200 should be first reported to Solutions for Accounting on 0115 840 5075.
- 4.2. Faults can also be reported to Datcom by telephone or email in Support Hours to 01476 858888 or support@datcom.co.uk after first contact has been made with Solutions For Accounting.

5. DATA PROTECTION

- 5.1. Your username and passwords are your responsibility, ensure they are complex and kept safe.
- 5.2. All Data is stored on Datcom owned equipment.
- 5.3. All Data will be retained within the UK.
- 5.4. Data will be backed up on a nightly basis on a 14-day schedule.
- 5.4.1. The Customer may customise their backup strategy as they wish. This may result in additional charge.
- 5.5. Backed up data will be kept in one geographic redundant location in the UK.
- 5.6. The Customer is the data processor and is responsible for all data uploaded and downloaded from the Service.
- 5.7. Datcom implements security procedures to help protect your data from attacks. However, you understand that use of the Hosted Services necessarily involves transmission of your data over networks that are not owned, operated or controlled by Datcom, and we are not responsible for any of data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of your data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third party service providers.

6. CANCELLATION AND TERMINATION

- 6.1. Without prejudice to the provisions of clause 5 of the Master Services Agreement, if the Customer cancels the Service at any time prior to installation, but after Datcom has committed to an agreed installation date with a Wholesale Supplier, without prejudice to any other rights and remedies under the Contract, Datcom may at its sole option pass on any costs reasonably incurred in connection with the installation, including those incurred to Datcom's Wholesale Supplier.
- 6.2. All migration and termination requests are subject to the terms of the Contract and must be placed in writing via post or email to service@datcom.co.uk and it is the Customers responsibility to ensure the request has been received by Datcom.
- 6.3. Upon confirmation of termination of the Service Datcom will make available the Sage 200 database files to the Customer via SFTP at no additional cost to the Customer.
 - 6.3.1. Any additional technical or consultancy requirements for migrating data out of the Service will be charged at £840 per day.
- 6.4. We will delete your data 31 days after the termination date.