



RECOLLECT

SOFTWARE AS A SERVICE

AGREEMENT

Software as a Service

Terms and Conditions

Please read these terms and conditions carefully, as they set out our and your legal rights and obligations in relation our Recollect platform and services. You will be asked to agree to these terms and conditions before becoming a customer.

1. Definitions and interpretation

1.1 In the Agreement:

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means the agreement between the Provider and the Customer for the provision of the Platform as a service, incorporating these terms and conditions (including the Schedules) and the Statement of Services, and any amendments to the Agreement from time to time;

"Best Industry Practice" means that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, reasonable and experienced service provider complying with best industry practice in the same or similar circumstances.

"Business Day" means any week day, other than a bank or public holiday in Christchurch or Wellington New Zealand;

"Business Hours" means between 08:30 and 17:00 New Zealand time on a Business Day;

"Change" means any change to the terms of the Agreement or the Services provided under this Agreement;

"Charges" means the amounts payable by the Customer to the Provider for the Services (as set out in Schedule 2);

"Confidential Information" means the Customer Confidential Information and the Provider Confidential Information;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** will be construed accordingly);

"Contract Year" means, in the case of the first year, the period from the Effective Date until the date immediately prior to the first anniversary of the Effective Date and in each subsequent year during the term means the period from the relevant anniversary of the Effective Date until the date immediately prior to the next anniversary of the Effective Date;

"Customer" means the customer specified in the Statement of Services;

"Customer Confidential Information" means

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Provider that is marked as “confidential”, described as “confidential” or which should have been understood by the Provider at the time of disclosure to be confidential;
- (b) the terms and conditions of the Agreement;
- (c) the Customer Materials other than the Customer Materials that the Customer makes publicly available for viewing on the Platform;

"Customer Indemnity Event" has the meaning given to it in Clause 11.1;

"Customer Materials" means all of the Customer’s digital assets including all Master Files, images, audio and video works, text and other materials and/or metadata uploaded to, stored on, processed using or transmitted via the Platform by or on behalf of the Customer or by any person or application or automated system using the Customer’s account and includes any information or metadata added to any such materials;

"Customer Representatives" means the person or persons identified as such in the Statement of Services;

"Customisations" means customisations to the Platform that the Provider and Customer agree the Provider will produce on behalf of the Customer;

"Defect" means a defect, error or bug having an adverse effect on the appearance, operation or functionality of the Platform, but excluding any defect, error or bug caused by or arising as a result of an act or omission of the Customer, or an act or omission of one of the Customer’s employees, officers, agents, suppliers or sub-contractors;

"Documentation" means the documentation produced by the Provider and supplied to the Customer specifying how the Platform should be used;

"Effective Date" means the date of execution of the Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars) but not including a lack of resources for any reason or a failure by the Provider to effect and maintain security measures in accordance with Best Industry Practice;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Master Files" means the full size original images uploaded into and stored by the Platform by or on behalf of the Customer or by any person or application or automated system using the Customer’s account;.

"Permitted Purpose" means use of the Platform to store, manipulate, manage, catalogue or share online:

- (a) the Customer Materials; and
- (b) metadata stored by the Platform related to the Customer Materials;

"Personal Information" has the meaning given to it in the Privacy Act 1993;

"Platform" means the software platform known as Recollect that is owned and operated by the Provider, and that will be made available to the Customer as a service via the internet under the Agreement;

"Provider" means New Zealand Micrographic Services Ltd, a company incorporated in New Zealand having its registered office at 32b Jamaica Drive, Grenada North, Wellington, New Zealand.

"Provider Confidential Information" means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Provider to the Customer during the Term that is marked as "confidential", described as "confidential" or should have been understood by the Customer at the time of disclosure to be confidential;
- (b) the terms and conditions of the Agreement;

"Provider Indemnity Event" has the meaning given to it in Clause 11.3;

"Provider Representatives" means the person or persons identified as such in the Statement of Services;

"Representatives" means the Customer Representatives and the Provider Representatives;

"Schedule" means a schedule attached to the Agreement;

"Services" means the services provided or to be provided by the Provider to the Customer under the Agreement, including the Services set out in the Statement of Services and the Support Services set out in Schedule 1;

Service Levels means the timeframes for performance of the Services and the uptime commitment for the availability of the Platform set out in schedule 1;

"Statement of Services" means the document agreed between the parties that specifies the identity of the Customer, and other matters relating to the Agreement;

"Support Services" means support and maintenance services provided or to be provided by the Provider to the Customer set out in Schedule 1;

"Term" means the term of the Agreement; and

"Upgrades" means new versions of, and updates to, the Platform, whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of the Platform.

1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of the Agreement.

2. Agreement and Term

2.1 The Customer appoints the Provider to provide the Services and the Provider accepts that appointment.

2.2 The Agreement will come into force on the Effective Date and will continue in force indefinitely, unless terminated in accordance with Clause 15.

3. The Platform

3.1 The Provider will operate the Platform for the Term of this Agreement and will make the Platform available to the Customer by setting up an account for the Customer on the Platform and providing the Customer with login details for that account as soon as practicable following the Effective Date. The Customer will be responsible for managing and controlling permissions for its personnel and contractors access to the Platform.

3.2 Subject to the limitations and the prohibitions set out in Clause 3, the Provider grants to the Customer a non-exclusive licence to use the Platform for the Permitted Purpose via any standard web browser in accordance with the Documentation during the Term.

3.3 The Customer may frame the Platform within its corporate web sites.

3.5 Except to the extent mandated by applicable law or expressly permitted in the Agreement, the licence granted by the Provider to the Customer under this Clause 3 is subject to the following prohibitions:

- (a) the Customer must not sub-license its right to access and use the Platform;
- (b) the Customer must not alter or adapt or edit the Platform save as expressly permitted by the Documentation.

C The Customer must not use the Platform for anything other than the Permitted Use.

3.6 For the avoidance of doubt, the Customer has no right to access the object code or source code of the Platform, either during or after the Term.

3.7 All Intellectual Property Rights in the Platform shall, as between the parties, be the exclusive property of the Provider.

3.8 The Customer must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.

3.9 The Customer must not use the Platform:

- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
- (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

4. Compliance

- 4.1 The Provider recognises that the Customer has obligations under the Public Records Act and agrees to do its utmost to ensure that the Services provided enable the Customer to comply with the Archives NZ "Recordkeeping for Business Activities Carried out by Contractors" guidelines, available from Archives NZ.

5. Support Services and Upgrades

- 5.1 During the Term the Provider will provide the Support Services to the Customer and may apply Upgrades to the Platform in each case, in accordance with the Service Levels set out in Schedule 1.
- 5.2 The Provider must not sub-contract the provision of any Support Services without obtaining the prior written consent of the Customer.

6. Customisations

- 6.1 From time to time the Provider and the Customer may agree that the Provider will customise the Platform in accordance with an agreed specification.
- 6.2 From the date when a Customisation is first made available to the Customer, the Customisation shall form part of the Platform under the Agreement, and accordingly from that date the Customer's rights to use the Customisation shall be governed by Clause 3.
- 6.3 The Customer acknowledges that the Provider may make any Customisation available to its other Customers following the making available of that Customisation to the Customer.
- 6.4 All Intellectual Property Rights in the Customisations shall, as between the parties, be the exclusive property of the Provider.

7. Customer Materials

- 7.1 The Customer grants to the Provider during the Term and solely for the purposes of enabling the Provider to provide the Services contemplated by this Agreement, a non-exclusive licence to store, copy and otherwise use the Customer Materials on the Platform.
- 7.2 Subject to Clause 7.1, all Intellectual Property Rights in the Customer Materials will remain, as between the parties, the property of the Customer.
- 7.3 The Customer warrants to the Provider that the Customer Materials, and their use by the Provider in accordance with the terms of the Agreement, will not:
- (a) breach any laws, statutes, regulations or legally-binding codes;
 - (b) infringe any person's Intellectual Property Rights or other legal rights; or
 - (c) give rise to any cause of action against the Provider or the Customer or any third party, in each case under New Zealand law.
- 7.4 The Provider shall ensure that the Customer Materials stored and processed by the Platform are stored separately from, and are not co-mingled with, the materials of other customers of the Provider.

8. Force Majeure Event

- 8.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement, those obligations will be suspended for the duration of the Force Majeure Event.
- 8.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement (the affected party), will:
- (a) forthwith notify the other; and
 - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 8.3 The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event. If a Force Majeure Event continues for a period of more than 90 consecutive days, the other party may, by notice in writing to the affected party, terminate this Agreement with immediate effect.

9. Charges

- 9.1 The Provider will issue valid tax invoices for the relevant Charges less any Service Level Credits to the Customer at the times set out in Schedule 2.
- 9.2 Subject to clause 9.3, the Customer will pay the Charges to the Provider by the 20th of the month following the date of the invoice by electronic funds transfer to the Provider's nominated bank account (as advised in writing by the Provider from time to time) or by cheque.
- 9.3 If the Customer (acting reasonably) disputes any invoice, then so long as the Customer notifies the Provider of the dispute prior to the due date for payment, giving reasonable details of the disputed amount and the reasons for the dispute, the Customer may withhold the disputed amount, and will pay the undisputed amount by the applicable due date. Amounts disputed in accordance with this clause will not bear interest under clause 9.5.
- 9.4 All Charges stated in or in relation to the Agreement are stated exclusive of GST, unless the context requires otherwise. GST will be payable by the Customer to the Provider in addition to the Charges at the same time and in the same manner as the Charges to which the GST relates.
- 9.5 If the Customer does not pay any amount properly due to the Provider under or in connection with the Agreement, the Provider may:
- (a) charge the Customer interest on the overdue amount at the rate of 5% per year above the base rate of Bank of New Zealand from time to time (which interest will accrue daily and be compounded quarterly); and
 - (b) suspend access to the Platform and the provision of the Services if such amounts remain unpaid for a period of 90 days or more until the any amounts due to be paid by the Customer to the Provider under the Agreement are paid.
- 9.6 The Provider may, after the end of the first Contract Year, vary the Charges by giving to the Customer not less than 90 days' written notice of the variation.

10. Warranties

- 10.1 The Customer warrants to the Provider that it has the legal right and authority to enter into and perform its obligations under the Agreement.
- 10.2 The Provider warrants to the Customer:
- (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement;
 - (b) that it will perform its obligations under the Agreement in accordance with Best Industry Practice and in accordance with the Service Levels (time being of the essence);
 - (c) that it has and will continue to have the necessary expertise, experience, resources, permits, personnel, capacity and ability to perform its obligations under and in accordance with the Agreement;
 - (d) that each of its personnel are suitably qualified, trained and appropriately skilled to carry out his or her role to the level required by the Agreement;
 - (e) that the Platform will operate without Defects and will perform substantially in accordance with the Documentation (subject to any Upgrades and Customisations);
 - (f) that the Platform will be hosted in accordance with the requirements set out in the Statement of Services, and will be available to the Customer in accordance with the uptime commitments given in Schedule 1;
 - (g) the Platform (excluding for the avoidance of doubt the Customer Materials) will not:
 - (i) breach any laws, statutes, regulations or legally-binding codes;
 - (ii) infringe any person's Intellectual Property Rights or other legal rights; or
 - (iii) give rise to any cause of action against the Provider or the Customer or any third party, in each case under New Zealand law;
 - (h) the Platform is and will remain free from viruses and other malicious software programs and will be secure from interference and that the Provider will avoid any act or omission which could reasonably be expected to compromise the security or integrity of the Platform or any Customer system interacting or interfacing with the Platform; and
 - (i) that in performing the Services it will cooperate with the Customer and the Customer Representatives.
- 10.3 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement.

11. Liability and Indemnities

- 11.1 Subject to the Provider's compliance with Clause 11.2, the Customer will indemnify and will keep indemnified the Provider against all liabilities, damages, losses, costs and expenses (including legal

expenses and amounts paid in settlement of any disputes) suffered or incurred by the Provider and arising directly as a result of any breach by the Customer of Clause 7.3.

11.2 The Provider will:

- (a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;
- (b) provide to the Customer all reasonable assistance in relation to the Customer Indemnity Event;
- (c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Customer Indemnity Event; and
- (d) not admit liability in connection with the Customer Indemnity Event or settle the Customer Indemnity Event without the prior written consent of the Customer.

11.3 Subject to the Customer's compliance with Clause 11.4 (if applicable), the Provider will indemnify and will keep indemnified the Customer against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid in settlement of any disputes) suffered or incurred by the Customer and arising directly as a result of any breach by the Provider of any term of this agreement.

11.4 Where the Provider's liability arises under or in relation to a Provider Indemnity Event, the Customer will:

- (a) upon becoming aware of an actual or potential Provider Indemnity Event, notify the Provider;
- (b) provide to the Provider reasonable assistance in relation to the Provider Indemnity Event;
- (c) allow the Provider the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Provider Indemnity Event; and
- (d) not admit liability in connection with the Provider Indemnity Event or settle the Provider Indemnity Event without the prior written consent of the Provider.

12. Publicity

12.1 The Provider will not make any public disclosure relating to the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the Customer.

13. Data protection

13.1 The Customer warrants that it has the legal right to disclose all Personal Information that it does in fact disclose to the Provider under or in connection with the Agreement.

13.2 The Provider warrants that:

- (a) it will act only on instructions from the Customer in relation to the processing of any Personal Information performed by the Provider on behalf of the Customer; and
- (b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised access to and processing of [Personal Information] and against loss or corruption of Personal Information processed by the Provider on behalf of the Customer.

14. Confidentiality

14.1 The Provider will:

- (a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 14;
- (b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care and skill to preserve and safeguard the Customer Confidential Information as a prudent and reasonable operator providing services of a similar nature would use.

14.2 The Customer will:

- (a) keep confidential and not disclose the Provider Confidential Information to any person save as expressly permitted by this Clause 14;
- (b) protect the Provider Confidential Information against unauthorised disclosure by using the same degree of care and skill as it takes to preserve and safeguard its own confidential information.

14.3 Confidential Information of a party may be disclosed by the other party to that other party's officers or to a potential purchaser of all or substantially all of a parties business, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.

14.4 The obligations set out in this Clause 14 shall not apply to:

- (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- (b) Confidential Information about a party that is received by the other party from an independent third party who has a right to disclose the relevant Confidential Information; or
- (c) Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body.

15. Termination

15.1 Either party may terminate the Agreement immediately by giving written notice to the other party if the other party:

- (a) commits any material breach of any term of the Agreement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
- (b) persistently breaches the terms of the Agreement (irrespective of whether such breaches collectively constitute a material breach).

15.2 Either party may terminate the Agreement immediately by giving written notice to the other party if:

- (a) the other party:

- (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.
- 15.3 The Customer may terminate the Agreement without cause by giving at least 90 days' written notice of termination to the Provider.
- 15.4 If the Provider makes a good faith decision to stop operating the Platform, then the Provider may terminate the Agreement by giving at least 90 days' written notice of termination to the Customer.
- 16. Effects of termination**
- 16.1 Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 7.3, 9.5, 10.2(g), 11, 14, 16 and 18.
- 16.2 Termination of the Agreement will not affect either party's accrued liabilities and rights as at the date of termination.
- 16.3 Subject to Clause 16.5, within 30 days following the date of termination of the Agreement, the Provider will:
- (a) irrevocably delete from the Platform all Customer Confidential Information; and
 - (b) irrevocably delete from its other computer systems all Customer Confidential Information, and return to the Customer or dispose of as the Customer may instruct all documents and materials containing Customer Confidential Information.
- 16.4 Subject to Clause 16.5, within 30 days following the date of termination of the Agreement, the Customer will:
- (a) return to the Provider or dispose of as the Provider may instruct all documents and materials containing Provider Confidential Information; and
 - (b) irrevocably delete from its computer systems all Provider Confidential Information.
- 16.5 A party may retain any document (including any electronic document) containing the Confidential Information of the other party after the termination of the Agreement if:
- (a) that party is obliged to retain such document by any law or regulation or other rule enforceable against that party; or
 - (b) the document in question is an invoice, receipt or similar document addressed to the party retaining the document.

- 16.4 On termination of the Agreement, the Provider will deliver the most recent copy of the backed-up Customer Materials and, at the Customer's request, destroy all other Customer Material on the Platform or in the Provider's possession or control.

17. Notices

- 17.1 Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be delivered personally, sent by recorded signed-for post, or sent by email for the attention of the relevant person, and to the relevant address or email address given below (or as notified by one party to the other in from time to time).

The Provider:

MANAGER, RECOLLECT
NZ Micrographic Services Ltd
32B Jamaica Drive, Grenada North 5128,
PO Box 51248, Tawa 5249,
Wellington, New Zealand
recollect@micrographics.co.nz

The Customer:

[Insert: Role
Organisation
Mailing address
Email address]

- 17.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- (a) where the notice is delivered personally, at the time of delivery;
 - (b) where the notice is sent by recorded signed-for post, 72 hours after posting; and
 - (c) where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission and does not receive an automated notice of non-receipt (such as an out of office message or other undeliverable notification).

18. General

- 18.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach and then it will be effective only to the extent that it is expressly stated to be given. A failure, delay or indulgence by any party in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right will not preclude further exercises of that power or right or the exercise of any other power or right.
- 18.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would

- contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 18.3 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 18.4 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 18.5 The Provider hereby agrees that the Customer may freely assign all of its contractual rights under the Agreement to any Affiliate of the assigning party or any successor to all or a substantial part of the business of the assigning party from time to time. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any contractual rights or obligations under the Agreement.
- 18.6 Neither party will, without the other party's prior written consent, either during the term of the Agreement or within 6 months after the date of effective termination of the Agreement, engage, employ or otherwise solicit for employment any employee, agent or contractor of the other party who has been involved in the performance of the Agreement.
- 18.7 Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under the Agreement.
- 18.8 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
- 18.9 The Agreement will be governed by and construed in accordance with the laws of New Zealand and the courts of New Zealand will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

Schedule 1

Services and Service Levels

1. Introduction

1.1 In this Schedule:

"**New Functionality**" means new functionality that is introduced to the Platform by an Upgrade.

1.2 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

2. Support Desk

2.1 The Provider will make available during Business Hours, a telephone and email support desk facility for the purposes of:

- (a) assisting the Customer with the proper use of the Platform; and/or
- (b) enabling the Customer to report Defects and to assist the Provider to determine the causes of Defects and fix Defects.

2.2 The Customer must make all requests for Support Services through the helpdesk, using one of the following options:

- (a) Support request logged from your Administration menu.
- (b) Email – recollect@micrographics.co.nz
- (c) Phone - +64 4 232 9396 or 0800 NZMS 1990

3. Fault Response and resolution times

3.1 Subject to Paragraph 2.2, the Provider will use all reasonable endeavours to respond to faults in the following manner:

Priority 1 – System not accessible to user i.e. working, not able to log in, etc

Response: within 2 business hours.

Fault resolution or workaround: as soon as possible.

Priority 2 – System use is significantly impaired i.e. not able to upload batches.

Response: within 1 business day.

Fault resolution or workaround: within 3 business days.

Priority 3 – System does not operate as expected but is still usable with workarounds.

Response: within 5 business days.

Fault resolution or workaround: as advised.

4. Other Support Services

Where the customer requests

- (a) New product features, or
- (b) additional training, or
- (c) consultancy on system use or configuration

The company will provide an estimate for these services to the customer to approve prior to commencing work.

5. Upgrades

- 5.1 The Customer acknowledges that from time to time during the Term the Provider may apply Upgrades to the Platform and that such Upgrades may result in changes to the appearance and/or functionality of the Platform.
- 5.2 The Provider will give the Customer reasonable prior written notice of its intention to apply any Upgrade to the Platform.

6. Uptime commitment

- 6.1 The Provider shall use all reasonable endeavours to ensure that the Platform is available 98.5% of the time during each calendar month.
- 6.2 The Provider is responsible for ensuring the Platform is accessible from the Internet, but cannot be held responsible for any access issues experienced by the Customer arising in relation to third party internet or utility providers or Customer networking issues which may occur.
- 6.3 The Provider shall not be held responsible for the non-availability of third party web sites which may be referenced, including but not limited to, Google Maps.

7. Back-up and restoration

- 7.1 The Provider will:
 - (a) make back-up copies of all Customer Materials other than Master Files stored on the Platform on a daily basis to commonly used and supported storage media and retain such back-ups for at least 1 week; and
 - (b) at least once every week, arrange for the current back-up of such Customer Materials to be stored off-site.

The media on which the back-up materials are stored may be over-written from time to time provided that the integrity of the media used to store the back-up material is not compromised and the Provider does not over-write the immediately preceding version of the back-up material;

- 7.2 While the Provider will back-up Customer Materials and Master Files, the Provider is not responsible for the on-going preservation of the Customer Materials and Master Files.

8. Scheduled maintenance

- 8.1 The Provider may suspend access to the Platform in order to carry out scheduled maintenance provided that such maintenance is carried out outside of Business Hours and in aggregate, does not exceed 20 hours in each calendar month.

Schedule 2

Charges

[INSERT AGREED PRICING TABLES]

Statement of Services

Customer

[Insert Customer description]

Customer notices

[Insert Customer address for notices]

Platform specification – details of software as a Service

Recollect is a hosted Service that is accessed and delivered via the Internet. The Recollect software integrates the management of digital assets, organisational knowledge and community engagement.

Recollect is a new approach to digital asset / collection / media management. It pushes the limitations of 'out of the box' platforms to deliver targeted knowledge & content, complete control over security and greater connection with user communities.

It is backed by a dedicated development and support team to ensure solutions that fit with individual businesses' goals and audience needs.

Recollect is a flexible platform that can expand as you think of new ways to use it.

Here are just some of the needs it can meet:

- Centralise & manage your digital assets
- Capture staff knowledge & expertise
- Engage with your members & communities
- Extend your relevance and reach
- Drive social media campaigns
- Keep staff in touch & informed
- Document your history & achievements
- Preserve unique heritage items
- Publish your journals & reports online
- Collect & share amazing stories
- Sell & distribute digital copies & prints
- Train staff in procedures & best practice
- Replace your intranet
- Feed or replace your facebook page.
- Support open government information
- Deliver exhibitions & teaching material

Licensing

The Customer may add or delete unlimited named user licences following methods described in the Documentation.

Representatives

Customer Representatives:

[Insert names and roles]

Provider Representatives:

[Insert names and roles]

The parties have indicated their acceptance of the terms of the Agreement by signing below.	
SIGNED by [insert name] duly authorised for and on behalf of the Provider Date:	SIGNED by [insert name] duly authorised for and on behalf of the Customer Date: