

The Small Business Company Ltd (TSBC)

Contract, Statement of Work, Service Level Agreement Content Hub License Agreement

Date:

This Contract, Statement of Work (“SOW”) and Service Level Agreement (“SLA”) is by and between The Small Business Company Ltd (“TSBC”) and the **Client (name)** and is effective as of the last signature date below (“**Effective Date**”). This agreement is governed by any additional terms and conditions of any Master Services Agreement from **Client**.

TSBC registered as a company in 1998, and is currently operating with clients in the US, Canada, the UK, Australia and New Zealand. DUNS # 760013292

1. Background

The Client has engaged TSBC to provide a range of small business content to enhance the Client website by providing content and tools to engage and educate potential and existing small business customers. TSBC will provide the Content to the Client to allow them to add the Content to their website by providing access to <https://contenthub.tsbc.com/>.

2. Period of Performance/License

The Services shall commence on or before (date), and shall continue until the Client no longer requires the content. There is no minimum period of license, and the Client can cancel the service at any time with 30 days’ notice. Once the licensing is terminated, the Client must cease using the supplied content and remove all content from their site (or anywhere the content has been placed or used). For clarification, if a customer of the Client has downloaded any content, and the Client then cancels the service agreement, the customer retains the original right to use the Content in perpetuity.

The ownership of the Content Hub remains with TSBC. The ownership of any custom content remains with the Client and TSBC cannot sell or use any specific Client created content with any other client.



3. Content Characteristics

Content will be

- Written as best practice small business management financial literacy content
- Delivered so the Client (or their agency or appointed provider) can re-brand and localize
- Available to download or embed 24/7
- Available to be edited by the Client
- Written to enhance Search Engine Optimization (SEO) towards the small business segment
- Compliant to web accessibility guidelines
- Updated every 12 months, ensuring all content is relevant and recent

Optional customization

If requested TSBC can localize content for the client for an additional fee (dependent on the scope), which could include;

- Re-branding
- Altering colors and file types
- Adding text such as client links, references, or product/services and calls to action that the client wishes to add.

Content access

On successful registration and on-going monthly payment, the Client can access the Content Hub site. All the content can be accessed at any time. Content can be either downloaded as files, or we will supply embed code for you to add directly into your website via our hosted platform. Content files are a mix of:

- Word doc's
- PDF's, InDesign or Image files
- Excel templates
- MP4 files
- HTML/Java script



4. Content topics

Content is provided based on which content bundle has been selected.

	Bronze pack	Silver pack	Gold pack	Platinum pack
Choose your plan	\$199 per month	\$499 per month	\$999 per month	\$2,999 per month
	Get content fast and start posting immediately	Low cost but highly effective	Content plus strategy	The ultimate content pack
	Measure the change in traffic and then get back to us about upgrading!	Save thousands on custom writing and never run out of content to post and use.	We help create a Content Strategy and share our small business insights.	We help create a Content Strategy, content curriculum and share our small business insights.
Content				
Guides	100 +	100 +	100 +	100 +
Blogs	120 +	120 +	120 +	120 +
Additional guides per month	✗	2	2	2
Additional blogs per month	✗	4	4	4
Infographics	✗	6	6	15
Toolkits	✗	2	3	5
Templates	✗	3	6	9
Diagnostic tools	✗	✗	1	4
Checklists	✗	✗	2	7
Videos	✗	✗	9	9
Online business planner	✗	✗	✗	2
Calculators	✗	✗	✗	6
Strategy and support				
Ticket support to help implement	✓	✓	✓	✓
Free website audit	✓	✓	✓	✓
Content strategy recommendations	✓	✓	✓	✓
Small business keyword research	✗	✓	✓	✓
Dedicated account manager	✗	✓	✓	✓
Amplification strategy	✗	✗	✓	✓
Monthly meetings	✗	✗	✗	✓
Small business workshop materials	✗	✗	✗	✓
Ongoing small business strategic insights	✗	✗	✗	✓



Delivery and Payment Schedule

All content is placed inside the TSBC Content Hub and will be available to be downloaded and accessed immediately after payment has been made. Payment can be made two ways;

- 12 months in advance with one payment after the Client receives a valid invoice
- Monthly in advance via credit card direct debit

5. Completion Criteria

TSBC shall have fulfilled their obligations when the Client has access to the Content Hub and is able to download and use the Content.

6. Usage

The license allows any user (and multiple Client users) to download and use the content royalty free in perpetuity. The Client can use all of the content at once, or deploy smaller amounts of content and 'release' new content over time. There is no difference in access or cost. Payment for the content provides access to the Content Hub which can be used at any time.

Content provided cannot be embedded or utilized on multiple websites. This agreement is a single website license. However content can be downloaded/copied/used to encourage traffic to the content such as using selected content for;

- Sending in the Client E-newsletter
- Printing and distributing in branch, at events or workshops
- For internal staff training/adding to Client intranets

As a general rule we encourage content to be accessed and used by small businesses as much as possible, and any fair use of the content to help assist small businesses is deemed appropriate.

TSBC branding

All content is white labeled, allowing the Client to re-brand and adopt ownership. The TSBC brand will not appear on any content unless the Client wishes.

7. Updates

Content is updated:

- Every 12 months from May 1st
- Whenever we are requested by the Client e.g. key products, contact details or CTA's change



8. Liability

TSBC holds US\$2m of third party liability/indemnity insurance that is valid worldwide.

At no time do we discuss inside the Content the Client products or represent the Client in any way. All content is accurate and free from any compliance or regulatory implications or suggestions. We will add any Client liability disclaimer to any Content by request at any time at no cost.

We request that normal disclaimers for this type of generic business management advice is included on the Client website such as;

Please note that the information provided isn't intended and should not be relied upon as professional or personal financial product advice. You should seek professional advice before making any decision that could affect the financial health of your business.

CONTRACT VARIATIONS

The following process will be followed;

- A Contract Variation Request (CVR) will be the vehicle for communicating change. The CVR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. If the change is authorized, the Client Project Managers will sign the CVR, which will constitute approval. The investigation will determine the effect that the implementation of the CVR will have on SOW price, schedule and other terms and conditions of the Agreement.



9. SOW Signatories

The parties have executed and delivered this SOW as of the date below last written.

The Small Business Company Ltd

Client

By:

By:

(Signature)

(Signature)

Print Name:

Print Name:

Position:

Position:

Date:

Date:



APPENDIX 1. SERVICE LEVEL AGREEMENT

Agreement Overview

The Small Business Company Ltd (TSBC) provides an online Content Hub targeted at small business users that can be embedded in a third-party website, or provided as files (PDF, Word, Excel). TSBC provides code and original files and hosts all interactive tools on Amazon Web Services. This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between TSBC and the Client for the provisioning of IT services required to support and sustain TSBC content, and remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

Goals & Objectives

The goal of this Agreement is to obtain mutual agreement for IT service provision between TSBC and the Client to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Relationship Manager (“Document Owner”) is responsible for facilitating regular reviews of this Agreement. Contents of this Agreement may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Service Description

Access to the TSBC Content Library which houses a number of pieces of Content for the Client to access and use.



Support

- Customers can expect support to be available during regular business hours depending on time zones.
- Regular hours: Monday – Friday, 9:00 A.M. to 5:00 P.M. Outside of these hours we recommend emailing or texting your primary contact as they may be available.
- Support calls or conference calls can be scheduled outside of these business hours from time to time.

Updating of the library platform

When an enhancement to an existing production application is required, should the volume and timing of enhancements impact the delivery of content to Client, then TSBC shall inform the Client support manager with a timeframe on any disruption and advance warning of any potential down time. Most of these enhancements will be made early morning (12 midnight to 4am) to accommodate as little disruption as possible to services.

Service availability

- Required availability for these services is 99% uptime not counting planned maintenancetimes.
- Downtime is estimated at less than 5 minutes per month on average.
- The 99% availability metric will be measured on a month-by-month basis.
- We will attempt to resolve problems within one business day.
- We will escalate support requests to the next level of internal support on approach of established resolution targets.
- We will at all times comply with Client Privacy policies and regulations.

Force Majeure

In the event of a delay or failure by either of the primary stakeholders to perform any of the obligations imposed by this Agreement by reason of fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure of machinery or equipment or supply of materials, discontinuity in the supply of power, Court order or governmental interference, civil commotion, riot, war, strikes, labor disturbances, transportation difficulties, labor shortage, natural genetic variations of any living matter, or by any cause of like or unlike nature beyond the reasonable control and without the fault or negligence of such party, that party shall not be responsible to the other for delay or failure in performance of those obligations

