User agreement Saas Now

Amsio offers the "Saas Now" service, with which you will be able to order, adjust and manage services for your company and your customers using the Amsio Control Portal. The following terms and conditions are attached to this service.

Paragraph 1. Introduction to the service

After closing the agreement, Amsio will make the Saas Now Control Portal available to you. The Control Portal is secured by a username and a password. The username and password will be provided by Amsio. You are required to keep this data confidential. Amsio cannot take responsibility for any damages or losses resulting from improper handling of these credentials.

The service consists of the availability of the platform on which the SAS service resides and the connectivity within the Amsio infrastructure.

Additional services consist of the availability of the Control Portal and all automated changes.

This user agreement is not applicable to the availability and correct functioning of the SAS software residing on the service.

Paragraph 2. Availability of the service

Amsio will strive to maintain the availability of the service at all times for the duration of the agreement. In order to do so, Amsio will take every possible measure that you might expect from a meticulous service provider.

The quality and the success of the service are also dependent on external factors, such as your internet connection, firewall settings, etcetera. Amsio is not able to influence these and therefore will not accept any responsibility for them.

Amsio is able to provide backup services which can be ordered and managed through the Control Portal.

Amsio is allowed to alter the technical properties of the service in order to adhere to contemporary technical demands. In addition Amsio is allowed to temporarily disable features in order to protect the integrity and security of the service. If the availability or the functionality of the service is influenced by this, Amsio will inform you of this via email.

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Paragraph 2.1 Availability calculation

An availability (A) of 99.85% is guaranteed for the service, meaning the platform the service is running on, not the VA software or the Control Portal. Availability is calculated as follows:

$$A = 100\% * [1 - (t : T)]$$

t = the number of minutes that the service was out of order during a month.

T = the total number of minutes a month for which availability is guaranteed, as mentioned above.

Paragraph 2.2. Fine for unavailability

When the service is not available in a particular calendar month as guaranteed in paragraph 2.1, the service provider will, after having received a request to do so, give the customer a restitution of 10% of the monthly fee (VAT excluded) for each percentage point of the guaranteed availability that was unavailable, up to a maximum of 75% of the amount billed for that month.

The restitution will be paid through a credit entry on the next invoice and does not include the SAS license fee.

Paragraph 3. Maintenance

Amsio strives to make its services available at all times. Amsio can ensure this high uptime thanks to its geographically spread and redundantly built environments. Amsio is entitled to place the services and the associated infrastructure temporarily out of order for maintenance, adjustments and improvements.

All preventive and planned maintenance to vital parts of the central infrastructure will be carried out at times when users will be inconvenienced as little as possible and will be announced in advance by Amsio.

During maintenance activities on the network, servers or other relevant equipment, Amsio will strive to minimise any perceptible influence on the services for the customer by taking the following precautions:

- when possible, important operations will be carried out outside of office hours, based on the time zone in which the infrastructure is located;
- perceptible maintenance activities will only be done when absolutely necessary and inevitable, and will be minimised as much as possible;
- different maintenance activities will be combined when possible.

Maintenance can cause a perceptible influence on the services (priority level 2 or 3). The service providers will do their utmost to ensure the services will not be interrupted (priority level 1).

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Paragraph 3.1 Planned maintenance

The customer will be informed in advance about planned maintenance. During the maintenance period, the hosting service may temporarily be partly or completely out of order and therefore not available to the customer (priority level 1: interruption of the service).

A message on planned maintenance will contain the following information and will be sent at least two weeks before the maintenance commences:

– time span in which the planned maintenance will take place;
– expected actual duration of the planned maintenance;
– services which will be influenced by the planned maintenance;
– priority score.

Planned maintenance is not included within the availability calculations, unless the maintenance exceeds the planned time span, resulting in the hosting service being unavailable for the customer.

Paragraph 3.2 Emergency maintenance

Emergency maintenance may be necessary, requiring immediate action.. When this occurs, the client will be informed as soon as possible. Unavailability due to emergency maintenance is not included within the availability calculations.

Paragraph 4. Data location

Amsio will provide services based on automated provisioning. The main location of the service will be Amsterdam in the Netherlands. Other locations will be available for provisioning but additional fees may apply. When a specific location is chosen, Amsio will guarantee that all data providing this service will always be hosted in and provided from that location (country).

Paragraph 5. Provisioning

Provisioning is fully automated with the orchestration and provisioning software designed and maintained by Amsio. The actual creation of the service can and must be done through a self-service portal provided by Amsio and is available to partners.

The same self-service portal needs to be used to decommission or destroy an instance. The invoicing will stop after the month in which this occurs.

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Paragraph 6. Security

Use of the service is on a per-customer basis. Authentication and authorization is done using the SAS software. The initial creation of users is done through the self-service portal provided by Amsio. The service must be accessed over a secure HTTPS connection. Encryption will be done with a valid SSL certificate.

Paragraph 7. Scalability

Different packages will be provided. Customers are free to switch between different packages. Billing is done per month and the whole month will be billed on the basis of the "heaviest" usage for that month. If the largest package is not sufficient, a scale out model to a private cloud (i.e. multi-server) is available. A private cloud is based on a different contract and has a separate SLA.

Paragraph 8. Software

The software is provided as-is. The release, patch and update cycles of Saas Now will be followed and functional responsibility lies with the partners servicing the end customers. The EULA of SAS is applicable to all solutions.

Paragraph 9. Data

All data will be transferred over a HTTPS connection to the environment.

Paragraph 10. Support

For emergency incidents (environment unavailable) Amsio is reachable 24/7 by telephone. For all other non-technical or functional enquiries, support is provided by the partners servicing the end customers.

Paragraph 11. Non-SAS environments

The acceptance of this agreement will result in other Amsio Cloud services also being available in the portal.

Paragraph 12. Rules of conduct

You are allowed to use the services that can be ordered via the control panel in any way you wish within the bounds of Dutch and/or local law. You are not allowed to offer the control panel to a third party, e.g. by giving your password to a third party. This restriction does not apply for other persons within your company.

You are responsible for the use of the control panel and the services, and you also bear responsibility for third parties. If a third party has used your control panel and/or services, you will still be responsible for paying the invoice.

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Paragraph 13. Pricing & Licensing

For detailed pricing and licensing, please see the price list.

Paragraph 14. Payment conditions

No payment is required for signing up as a Saas Now partner with Amsio. A monthly fee is charged for the use of one or more services; this fee is based on the offered service(s) and will be charged afterwards. Pricing is based on fixed fees per month. A launched environment will be automatically renewed exactly one month after the starting date. Removing the environment will stop the billing after that monthly period.

Other payment conditions are specified in Amsio's General Conditions.

These conditions can be adapted if Amsio thinks it necessary or if required by fiscal or judicial legislation.

Amsio is entitled to apply a yearly price indexation for its services, but will always communicate any changes well in advance by e-mail.

As a hosting service, Amsio is obligated to licence all SAS services in Saas Now through the SAS licencing model. SAS is entitled to alter the prices for these licenses; Amsio is entitled to charge any price alteration from SAS, whether positive or negative, to its customers.

The SAS license fee will be billed by Amsio on a monthly base. Amsio will pay the licensing fee to SAS. If any kick-back or discount is applicable this will also be handled by Amsio. This discount or kick-back will be credited by Amsio to the partner or through a third party distributor.

Paragraph 15. Period and extension

The agreement is settled for a period of one month, after which it will be automatically extended by a month on an indefinite basis.

Amsio is allowed to terminate the agreement immediately if you violate the user agreement.

If the agreement is cancelled, terminated or annulled for any possible reason, Amsio is entitled to delete and/or make unavailable all saved data and remove your account on the day after the contract has been terminated. You are solely responsible for making a reserve copy of your data in time. After the removal of a client account by a reseller, the backup of the associated data will also be removed from the backup.

Paragraph 16. Other regulations

Amsio is entitled to alter or supplement this agreement. Alterations and supplements will be put into effect at the first extension, which will take place at least 30 days after you have been informed.

Other regulations are specified in Amsio's General Conditions.

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