



# Service Level Agreement: Software Services

TomCRM Limited

Customer: [Customer name]

TomCRM-SLA-004 Rev 0 | September 2026

Commercial in confidence. These terms apply between TomCRM Limited and the Customer named in Schedule 2 and may not be used for any other purpose without the written permission of TomCRM Limited.

## 1. The parties

This agreement is made between:

**(1) TomCRM Limited**, a company registered in England and Wales under number 15662063, whose registered office is at 128 City Road, London EC1V 2NX, and which is registered with the Information Commissioner's Office under reference ZB691927 (TomCRM, we, us, our); and

**(2) the Customer** named in Schedule 2 (the Customer, you, your).

Together referred to as the parties and individually as a party.

## 2. Background and structure

TomCRM provides a hosted CRM and marketing automation service, delivered on the HighLevel platform and configured and supported by TomCRM for UK businesses. This agreement sets out the commercial terms, service levels and scope boundaries on which the Customer uses its TomCRM Sub-Account.

The agreement is made up of these terms, Schedule 1 (Plans and service description), Schedule 2 (Order details, fees and signatures) and the TomCRM Data Processing Agreement (TomCRM-DPA-001), which forms part of this agreement from the Commencement Date. Where there is a conflict, the order of precedence is: the Data Processing Agreement on anything concerning the processing of personal data, other than liability; then these terms; then the Schedules; then any Change Order.

The agreement is formed when both parties sign Schedule 2, or when the Customer accepts these terms online when signing up, whichever happens first.

## 3. Definitions

In this agreement the following capitalised terms have the meanings set out below.

**Business Day** means any day which is not a Saturday, Sunday or public holiday in England.

**Business Hours** means 09:00 to 17:30 UK time on Business Days.

**Change Order** means a written variation to the scope of the Services, quoted and agreed under clause 11.

**Commencement Date** means the date set out in Schedule 2 on which this agreement begins.

**Customer Data** means all information, data, content and materials provided by or on behalf of the Customer, or loaded into the Platform through the Sub-Account.

**Data Processing Agreement** means the TomCRM Data Processing Agreement, TomCRM-DPA-001, at its current revision.

**Fees** means the charges payable by the Customer as set out in Schedule 2.

**Metered Services** means services charged by usage, as described in clause 10.

**Minor Admin** means the small administrative tasks described in clause 7.3.

**Plan** means the Starter, Growth or Professional plan selected in Schedule 2 and described in Schedule 1.

**Platform** means the TomCRM software service made available to the Customer through the Sub-Account.

**Sub-Account** means the Customer's dedicated account and workspace within the Platform.

**Underlying Platform** means the HighLevel software and the cloud infrastructure on which the Platform runs, which TomCRM does not own or directly control.

## 4. Commencement and term

- 4.1 This agreement begins on the Commencement Date and continues on a rolling monthly basis until terminated under clause 20.
- 4.2 There is no minimum term. The Customer may cancel at any time by written notice. Cancellation takes effect at the end of the monthly billing period in which notice is given, and no further subscription Fees fall due after that date.
- 4.3 Where TomCRM has agreed in writing to provide a free trial, the trial is governed by the trial agreement signed by the parties, which applies these terms and the Data Processing Agreement to the trial.

## 5. Onboarding

- 5.1 The Customer selects in Schedule 2 one of the setup options described in Schedule 1, with the scope and fee set out in TomCRM's written quote where the option is quoted. TomCRM aims to complete the selected setup within 14 days of receiving everything it needs from the Customer, meaning the information, content, access and decisions TomCRM reasonably asks for. This is a target, not a guaranteed date, and delays caused by the Customer or the Underlying Platform extend it.
- 5.2 Onboarding is complete on the earliest of: written confirmation from the Customer that the setup is done; completion of the items in the selected setup option; or 30 days from the Commencement Date.
- 5.3 Work requested after Onboarding, or outside the selected setup option, is provided as part of the Plan where Schedule 1 includes it, or as a Change Order under clause 11.

## 6. The Service

- 6.1 TomCRM will give the Customer access to the Platform through the Sub-Account for as long as this agreement continues.
- 6.2 The Platform runs on the Underlying Platform, provided by HighLevel Inc. TomCRM uses reasonable endeavours to keep the Service available and, where it is aware of an incident on the Underlying Platform that materially affects the Sub-Account and it is reasonably practicable to do so, will tell the Customer. TomCRM does not control or warrant the availability of the Underlying Platform itself, and HighLevel's public status page is the primary source of information about platform incidents.
- 6.3 The Platform is a hosted subscription service accessed through a web browser and mobile app using individual logins. The Underlying Platform is updated from time to time without advance notice; where TomCRM is aware in advance of a change that materially reduces the functionality described in Schedule 1 and it is reasonably practicable to do so, it will tell the Customer before the change takes effect.
- 6.4 Support is provided during Business Hours only. Issues reported outside Business Hours are treated as received at the start of the next Business Hour.

## 7. Support and response times

TomCRM targets the following response times during Business Hours, measured from the time the issue is reported by email to the support contact in Schedule 2. The targets are the same for every Plan; Growth and Professional Plan requests are dealt with ahead of Starter Plan requests of the same severity, and Professional Plan customers may ask for a phone call-back, which TomCRM will make within the response time.

| Severity                                        | Target response time (all Plans) |
|-------------------------------------------------|----------------------------------|
| Critical (account unusable, all users affected) | 4 Business Hours                 |
| High (major feature not working)                | 1 Business Day                   |
| Medium (partial loss of functionality)          | 3 Business Days                  |
| Low (minor or cosmetic issue)                   | 5 Business Days                  |

- 7.1 Response time means TomCRM will acknowledge the issue and begin investigating. It is not a guaranteed resolution time, because many issues depend on the Underlying Platform.
- 7.2 TomCRM is a small team. Where TomCRM has told the Customer in advance, by email or an out-of-office message, that support will be closed or reduced (for example over holidays), the response time targets are paused for that period and resume when support reopens. Critical issues will still be looked at where someone is available.
- 7.3 Support covers faults with the Platform and problems accessing the Sub-Account. Questions about how to use the Platform are answered by the TomCRM and HighLevel help guides, to which TomCRM will point the Customer. Each Plan also includes up to 30 minutes a month of Minor Admin, meaning adding or removing users, resetting access, and fixing broken links or connections. Minor Admin does not roll over from month to month.
- 7.4 Support does not include building, changing or maintaining automations, workflows, forms, templates, pipelines, calendars or reports, or Minor Admin beyond the monthly allowance. The Customer can do this work itself in the Sub-Account, or ask TomCRM to do it at the standard support and configuration rate in clause 13, under clause 11, except where Schedule 1 includes it in the Plan.

## 8. Plans

- 8.1 The features, included services and support for each Plan are set out in Schedule 1. The Customer may move to a higher Plan at any time, taking effect from the next billing date, and to a lower Plan with effect from the next billing date after 30 days' notice.
- 8.2 Included services in a Plan (for example the Professional Plan's two custom automation builds per month, each up to 2 hours of TomCRM time) do not roll over from one month to the next. A build that needs more than 2 hours is treated as a Change Order for the extra time.

## 9. Acceptable use

- 9.1 The Customer will not, and will make sure its users do not:

- (a) send unsolicited marketing email or SMS, or send any marketing without a lawful basis and the consent required by the Privacy and Electronic Communications Regulations 2003;
  - (b) use the Platform for phishing, malware or any unlawful purpose;
  - (c) attempt to bypass security measures, share logins between people, or gain unauthorised access to the Platform or other accounts;
  - (d) reverse-engineer the Platform or attempt to extract its source code;
  - (e) use the Platform in a way that interferes with other users' access or performance, including sending volumes that breach the Underlying Platform's sending limits;
  - (f) use Customer Data to harass, abuse or threaten any person; or
  - (g) enter special category personal data (such as health information) or personal data about children into the Platform unless the parties have first agreed it in writing and recorded it in the Data Processing Agreement.
- 9.2 Where TomCRM becomes aware of a breach of this clause, it will ask the Customer to put it right. If the breach continues, or if it puts the Platform, the Customer's sending reputation or other customers at risk, TomCRM may suspend the affected part of the Service under clause 19. Illegal activity may be reported to the relevant authorities.

## 10. Metered Services

- 10.1 Some Platform services are charged by usage, including SMS and WhatsApp messages, phone calls and numbers, email sends above the Plan's allowance, email verification and paid Ai features. These usage charges are payable in addition to the subscription Fees, at the rates published on the TomCRM website (tomcrm.co.uk) from time to time, unless Schedule 2 says otherwise.
- 10.2 Metered Services are billed monthly in arrears. TomCRM will provide a usage breakdown on request, and the Customer can see usage in the Sub-Account.
- 10.3 TomCRM may change the published usage rates by updating the TomCRM website and telling the Customer by email. A change applies to usage from 30 days after that notice, except where it reflects a change in the Underlying Platform's own rates, which may apply from the date the Underlying Platform's change takes effect.

## 11. Scope and Change Orders

- 11.1 This is a subscription agreement, not a build project. Once Onboarding is complete, new automations, integrations, reports or design work are outside the Plan unless Schedule 1 includes them.
- 11.2 Work outside the Plan is quoted in writing as a Change Order, setting out the scope, the estimated hours and the cost. The Customer must accept the Change Order in writing before the work begins. For small requests expected to take less than one hour, a reply by email agreeing to the work at the hourly rate in clause 13 is enough. Change Orders are invoiced on completion, or at agreed milestones for larger pieces of work, on 14-day payment terms.
- 11.3 Where the Customer's requests regularly exceed its Plan, TomCRM may recommend a higher Plan. Any Plan change is agreed in writing.

## 12. Fees and payment

- 12.1 The Customer will pay the Fees set out in Schedule 2.
- 12.2 Subscription Fees are payable monthly in advance from the Commencement Date by card or direct debit. Setup fees are payable on the Commencement Date. Metered Services and Change Orders are invoiced as set out in clauses 10 and 11.
- 12.3 TomCRM Limited is not currently registered for VAT, so no VAT is charged on the Fees. If TomCRM becomes registered for VAT, it will tell the Customer in writing and VAT will be added to the Fees at the prevailing rate from the date of registration. All Fees stated in this agreement are exclusive of VAT.
- 12.4 Invoices other than card and direct debit collections are payable within 14 days. If any amount is unpaid after its due date, TomCRM may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 at 8% above the Bank of England base rate, plus statutory compensation.
- 12.5 TomCRM may change the subscription Fees, setup fees and the hourly rates in clause 13 by giving the Customer at least 60 days' written notice. If the Customer does not accept an increase, it may cancel this agreement by written notice before the increase takes effect, without paying the increased Fees. Adding VAT under clause 12.3 is not a price increase for the purposes of this clause.

## 13. Out of scope

The following are outside the Services unless included in the Plan or agreed as a Change Order: new automations or significant rework of existing ones; structural pipeline changes; custom reporting beyond the Platform's native dashboards; integration with third-party systems; bespoke software development; data migration beyond what the agreed setup quote includes; strategy or business process consulting; content creation and copywriting; training beyond the selected setup option; and troubleshooting caused by the Customer's own error, misuse or third-party systems. Out of scope work is available at the following rates, which may change under clause 12.5:

| Type of work                       | Rate          |
|------------------------------------|---------------|
| Standard support and configuration | £75 per hour  |
| Custom development and integration | £100 per hour |
| Strategic consulting               | £125 per hour |

## 14. Data protection

- 14.1 Each party will comply with its obligations under the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.
- 14.2 For the personal data TomCRM processes on the Customer's behalf, the Customer is the controller and TomCRM is the processor, and the Data Processing Agreement applies. The Data Processing Agreement forms part of this agreement from the Commencement Date and continues for as long as TomCRM holds any Customer personal data.
- 14.3 The Customer is responsible for having a lawful basis for the personal data it puts into the Platform, for the privacy information it gives to data subjects, for the consents it needs for marketing, and for managing its own users and their permissions.

- 14.4 The Customer can export Customer Data from the Sub-Account at any time. Clause 20.3 sets out what happens to Customer Data at the end of this agreement.

## 15. Confidentiality

- 15.1 Each party will keep confidential any information disclosed by the other that is marked as confidential or that a reasonable person would consider confidential (Confidential Information), and will use it only for the purposes of this agreement.
- 15.2 Neither party will disclose the other's Confidential Information except to its employees, contractors, sub-processors or professional advisers who need to know it for the purposes of this agreement and who are bound by obligations of confidentiality at least as strict as this clause.
- 15.3 This clause does not apply to information that is or becomes public (other than through a breach of this clause), that the receiving party already lawfully knew, or that must be disclosed by law or by a regulator.

## 16. Warranties

- 16.1 TomCRM warrants that it will provide the Services with reasonable care and skill and in line with good industry practice, and that the Platform will conform in all material respects to the description of the Customer's Plan in Schedule 1.
- 16.2 The Customer warrants that it has the right to provide the Customer Data and that TomCRM's use of it in accordance with this agreement will not infringe the rights of any third party.
- 16.3 TomCRM gives no warranty about the commercial results the Customer will achieve with the Platform. Except as set out in this agreement, all warranties and conditions implied by statute or common law are excluded to the fullest extent permitted by law.

## 17. Liability

- 17.1 Nothing in this agreement limits or excludes either party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.
- 17.2 Subject to clause 17.1, neither party is liable to the other for loss of profit, loss of revenue, loss of business or opportunity, loss of anticipated savings, loss of goodwill or reputation, or any indirect, consequential or special loss, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable.
- 17.3 Subject to clauses 17.1 and 17.4, TomCRM's total aggregate liability arising under or in connection with this agreement, whether in contract, tort (including negligence) or breach of statutory duty, is limited in each contract year to the greater of the total Fees paid by the Customer in the 12 months before the event giving rise to the claim and £10,000.
- 17.4 Subject to clause 17.1, TomCRM's total aggregate liability for breach of clause 14 or of the Data Processing Agreement is limited, separately from and in addition to the cap in clause 17.3, to the greater of three times the total Fees paid by the Customer in the 12 months before the event giving rise to the claim and £25,000.
- 17.5 The Customer's total aggregate liability under this agreement, other than for Fees properly due and for breach of clause 9 or clause 14, is limited to the total Fees paid and payable in the 12 months before the event giving rise to the claim.

- 17.6 The Customer acknowledges that the Fees reflect the allocation of risk in this clause, and that it is responsible for insuring itself against losses that exceed TomCRM's liability.
- 17.7 TomCRM maintains, for as long as this agreement continues, professional indemnity insurance of at least £1,000,000 for any one claim, cyber and data protection liability insurance of at least £250,000, public liability insurance of at least £1,000,000 and employers' liability insurance as required by law, each with a UK-regulated insurer, and will provide evidence of cover on request.

## 18. Force majeure

- 18.1 Neither party is liable for any failure or delay in performing its obligations caused by an event beyond its reasonable control, including fire, flood, pandemic, government action, war, terrorism, civil unrest, failure of public power or telecommunications networks, or a failure of the Underlying Platform not caused by TomCRM (a Force Majeure Event). A cyber attack is a Force Majeure Event only where the affected party had the security measures required by this agreement and the Data Processing Agreement in place.
- 18.2 The affected party will notify the other as soon as reasonably practicable and use reasonable endeavours to resume performance. Force majeure does not suspend either party's obligations on the security and notification of personal data breaches.
- 18.3 If a Force Majeure Event continues for more than 30 days, either party may terminate this agreement on written notice without liability, and the Customer will receive a refund of any subscription Fees paid for the period after termination.

## 19. Suspension

- 19.1 TomCRM may suspend the Services, in whole or in part, if the Customer fails to pay undisputed Fees within 7 days of a written reminder after the due date; if the Customer materially breaches clause 9 or fails to remedy another material breach within a reasonable period after written notice; if suspension is needed to protect the security of the Platform or Customer Data; or if TomCRM is required to do so by law or a regulator.
- 19.2 TomCRM will give notice before suspending except where immediate suspension is needed to protect security or comply with law, will limit the suspension to what is necessary, and will restore the Services as soon as the reason for suspension is resolved. Suspension does not remove the Customer's obligation to pay Fees already due.

## 20. Termination

- 20.1 The Customer may cancel under clause 4.2. TomCRM may terminate this agreement on 60 days' written notice.
- 20.2 Either party may terminate this agreement with immediate effect by written notice if the other commits a material breach that cannot be remedied or is not remedied within 30 days of written notice, or becomes insolvent, enters administration, has a winding-up petition presented against it, or takes any similar step.
- 20.3 On termination: Fees accrued up to the termination date become payable; the Customer may export its Customer Data, or ask TomCRM for a full export, for 30 days after termination (the Export Period); at the end of the Export Period TomCRM will

delete the Sub-Account and Customer Data, and confirm deletion in writing on request, unless the law requires it to keep them; copies held in the Underlying Platform's backups are overwritten on its rolling backup cycle; and any clause intended to survive termination continues, including clauses 14, 15, 17, 20.3 and 21.

## 21. Intellectual property

- 21.1 TomCRM and its licensors own all intellectual property in the Platform, including TomCRM's templates, snapshots, automations and configurations, and any improvements to them.
- 21.2 The Customer owns its Customer Data and its own content, such as its logos, email copy and documents loaded into the Platform. The Customer gives TomCRM a non-exclusive, royalty-free licence to use Customer Data only to provide the Services during this agreement and the Export Period.
- 21.3 TomCRM gives the Customer a non-exclusive, non-transferable licence to use the Platform, and any configuration built for it, during the term of this agreement.

## 22. Dispute resolution

- 22.1 If a dispute arises, the parties will first try to resolve it through good-faith discussion between senior representatives for at least 14 days.
- 22.2 If the dispute is not resolved, the parties will consider referring it to mediation under the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure before starting court proceedings. Nothing in this clause stops either party seeking urgent interim relief from a court.

## 23. General

- 23.1 Variation. No variation of this agreement is effective unless it is in writing and signed by both parties, other than Change Orders under clause 11, notified changes to Fees under clause 12.5, VAT under clause 12.3 and notified changes to usage rates under clause 10.3.
- 23.2 Assignment. Neither party may assign or transfer its rights or obligations without the other's prior written consent, which will not be unreasonably withheld. TomCRM may assign this agreement to a company in the same group as it, including on a reorganisation, by giving written notice.
- 23.3 Entire agreement. This agreement, including its Schedules and the Data Processing Agreement, is the entire agreement between the parties about the Services and replaces any earlier arrangement. Neither party has relied on any statement not set out in it.
- 23.4 Third-party rights. No one other than the parties has any right to enforce this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 23.5 Notices. Notices must be in writing and sent to the email address in Schedule 2, or any other address a party notifies in writing. Notices are treated as received on the next Business Day after sending.
- 23.6 Severance. If any provision is found invalid or unenforceable, the rest of the agreement continues in force.

23.7 Governing law. This agreement and any dispute arising from it are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

## Schedule 1: Plans and service description

### Plans

The Platform features and services included in each Plan are set out below and match the plans published at [tomcrm.co.uk/pricing](https://tomcrm.co.uk/pricing) on the date of this revision. Where the published pricing page and this Schedule differ, this Schedule applies to this agreement.

|                             | Starter                                                                                                                                                                                                                     | Growth                                                                                                                                                                           | Professional                                                                                                                                           |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Monthly subscription</b> | £99                                                                                                                                                                                                                         | £150                                                                                                                                                                             | £230                                                                                                                                                   |
| <b>Platform features</b>    | Contact management and pipeline; email marketing (up to 1,000 contacts); automated email sequences; WhatsApp integration; missed call text-back; Google review requests; online booking calendar; basic reporting dashboard | Everything in Starter, plus advanced workflow automations; multi-step nurture sequences; quote follow-up automation; referral tracking; social media posting; advanced reporting | Everything in Growth, plus learning management system; Ai chatbot for the Customer's website; reputation management dashboard                          |
| <b>Included services</b>    | None beyond support                                                                                                                                                                                                         | Monthly check-in call (30 minutes)                                                                                                                                               | Two custom automation builds per month, each up to 2 hours of TomCRM time; quarterly strategy review (online, up to 60 minutes); named account manager |
| <b>Support channel</b>      | Email                                                                                                                                                                                                                       | Email, priority in the support queue                                                                                                                                             | Email, priority in the support queue, and a phone call-back within the response time on request                                                        |
| <b>Minor admin included</b> | Up to 30 minutes per month (see clause 7.3)                                                                                                                                                                                 | Up to 30 minutes per month (see clause 7.3)                                                                                                                                      | Up to 30 minutes per month (see clause 7.3)                                                                                                            |

### Setup options

| Setup option        | Fee       | What is included                                                                                                                                                                                                                      |
|---------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Self-service</b> | £0        | The TomCRM industry snapshot loaded into the Sub-Account, and access to the guides. The Customer completes its own configuration.                                                                                                     |
| <b>Guided setup</b> | From £250 | The snapshot, plus online sessions with TomCRM to configure the Sub-Account together and train the Customer's users. The number of sessions and the fee are agreed with the Customer in a written quote before the Commencement Date. |

| Setup option | Fee       | What is included                                                                                                                                                                                                                                                                                                           |
|--------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Done-for-you | From £750 | TomCRM configures the Sub-Account for the Customer. The scope (for example pipelines, forms, calendars, email templates, automations, users and contact imports) and the fee are agreed with the Customer in a written quote before the Commencement Date. Work beyond the agreed quote is a Change Order under clause 11. |

## Schedule 2: Order details, fees and signatures

Complete this Schedule for each Customer. The Fees are those for the selected Plan and setup option in Schedule 1, together with Metered Services under clause 10 and any Change Orders under clause 11.

| Item                                                | Detail                                                                                                         |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <b>Customer</b>                                     | [Registered name], company number [number], registered office [address]                                        |
| <b>Primary contact</b>                              | [Name, role, email, phone]                                                                                     |
| <b>Plan</b>                                         | [Starter / Growth / Professional]                                                                              |
| <b>Setup option and fee</b>                         | [Self-service £0 / Guided setup £[fee] / Done-for-you £[fee], scope as set out in TomCRM's quote dated [date]] |
| <b>Named users</b>                                  | [Number and names]                                                                                             |
| <b>Commencement Date</b>                            | [Date]                                                                                                         |
| <b>Monthly backup add-on</b>                        | [Not taken / Taken: £295 setup, £19 per month]                                                                 |
| <b>Billing</b>                                      | Monthly in advance from the Commencement Date, by card or direct debit                                         |
| <b>Special category data or data about children</b> | [None / Agreed, see DPA Schedule 1]                                                                            |
| <b>Support contact for TomCRM</b>                   | Tommy Findlay, tommy@is3.co.uk, 01522 287318                                                                   |
| <b>Notice address for TomCRM</b>                    | tommy@is3.co.uk                                                                                                |
| <b>Notice address for the Customer</b>              | [Email]                                                                                                        |

## Signatures

By signing, each party agrees to this Service Level Agreement, including Schedules 1 and 2, and to the TomCRM Data Processing Agreement (TomCRM-DPA-001).

| Signed for and on behalf of TomCRM Limited         | Signed for and on behalf of the Customer  |
|----------------------------------------------------|-------------------------------------------|
| Name:<br>Position: Director<br>Signature:<br>Date: | Name:<br>Position:<br>Signature:<br>Date: |