



Cobweb Partner Service Description

Billing-as-a-Service (BaaS) provides channel partners with an out-of-the-box, automated solution for effectively managing the customers' billing cycle through unified customer invoicing, easy payment collection and advanced credit control capabilities across all services.

1. Introduction

Billing as a service helps provide a seamless experience from invoice to payment collection.

The customer invoicing capability enables unified billing for all cloud and professional services within a portfolio. Resellers can customize invoices, amend retail prices, and run price promotions with a few clicks.

The payment collection capability enables credit card and debit card (UK only) payment options for customers. As Cobweb is a registered Direct Debit Bureau in the UK, funds can be collected on your behalf and deposited into your account.

The credit control capability enables rules that enforce payment collection. If customers fail to pay for the services consumed, their subscriptions will be suspended automatically and restarted upon payment of overdue invoices.

Cobweb Billing as A Service:

Features	Description
Automation	Out-of-the-box automated customer invoicing, payment collection and credit control providing a seamless experience.
Easy Management	Make your customer lifecycle management process easy from onboarding, provision, billing and administration.
1 Single Bill	You can start transacting the full suite of Microsoft Cloud services as well as your own cloud and professional services under a single bill.
Range Of Payment Methods	You can offer direct debit (UK) and credit card payment options, making it easy to manage service consumption as well as control risk around payment collection.
Increase Margins	Put your existing Office 365 business without disruption, whilst increasing your margins and gaining full control over the customer lifecycle.
Azure Transaction	Start transacting Azure seamlessly with automated, unified billing for your Azure-based offer and your value-add professional services
Reseller Branding & Customisation	Invoices will include basic branding (Logo, Names, email address, address, tax id, company id) of the reseller. Resellers have the option of further customising these themselves.
Centralised Control	Resellers can amend retail prices, and run price promotions as they wish.

2. Payment - Minimum Term & Cancellation

2.1 Customers

- 2.1.1. From the purchase date of BaaS you will enter into a 12-month contract. You are able to cancel your BaaS service by giving 30 days' notice in advance of the expiry of the initial 12-month period or any subsequent anniversary of the expiry of the 12-month term. Upon notice being given your BaaS service will terminate on the expiry of the initial 12-month period or an anniversary thereof.
- 2.1.2. No refunds are available for cancellations before the 12-month term.
- 2.1.3. Reseller will receive monthly billing from Cobweb. This will include billing for all transactions between the reseller and their customers in the last month.
- 2.1.4. When your Subscription is closed you will lose access to the service (and all stored data). Invoices made through BaaS will no longer be validated.
- 2.1.5. Cobweb reserves the right to modify, amend or terminate the Service at any time and will update the Terms & Conditions from time to time in accordance with those changes. Continued use of the service after changes to the Terms & Conditions shall constitute agreement to be bound by any changes. Cobweb will provide 28-day notice to any changes in price via email to your nominated Account email address.

3. Customer Service - Service Level Agreement and Support

3.1 Customers

- 3.1.1. Cobweb will endeavor to provide support and incident resolutions in line with our stated Service Level Agreement (SLA) found in [Appendix 1](#) of this document.
- 3.1.2. Cobweb shall acknowledge via email to the nominated administrator raising the incident the receipt of all calls or emails to the support service and include an incident reference number. It is the responsibility of the customer to keep the nominated administrators contact details up to date.

4. Customer Invoicing

4.1 Partners

- 4.1.1. Resellers can bill and provision Cobweb services as well as billing your entire portfolio of products and services through the billing automation platform.
- 4.1.2. The Billing Automation platform will produce monthly invoices for end customers based off the services purchased through the Cobweb platform. Invoices will be emailed to the end customer based on their monthly scheduled bill date*
- 4.1.3. The monthly scheduled bill will take into account any purchases or downgrades of users or services in the previous month period, with new purchases billed from the date of purchase (pro-rata), and downgrades billed for the entire period in which the services were consumed in.

*** The monthly anniversary of their initial sign up date – so a customer created on the 5th of the month in the billing automation platform will always be billed on the 5th of the month**

5. Direct Debit Bureau

5.1 United Kingdom Direct Debit

5.1.1. The Cobweb Direct Debit bureau service provides you with end to end processing of customer's payment collections. All customers scheduled to pay via Direct Debit will have their payments debited from their accounts on or after the 5th working day from the date of invoice and deposited into your bank account.

5.1.2. Cobweb will process the submission of payment files for collection. As well as reflecting the result of payment collections into the billing automation platform ensuring you have full up to date visibility.

5.1.3. Successfully collected payments will be marked as collected, whereas failed payments will be attempted to re-collect a maximum of 3 times before being classed as failed.

5.1.4. Failed payments will be classed as unpaid leading the invoice being categorised as unpaid and overdue. Depending on the Credit Control rules instigated by the Reseller, the end Customer account may have their services suspended (resulting in a loss of service) as a result of failed payments.

6. Terms and Conditions

6.1 Billing Platform

6.1.1. Cobweb solutions provides use of its billing automation platform for the exclusive use of the Reseller. This platform may not be used by any other entity

6.1.2. It is the reseller's responsibility to ensure all end customer services are billed correctly.

6.1.3. Cobweb are responsible for ensuring that the billing platform is accessible and working (subject to SLA), but it is the resellers responsibility to ensure correct billing of end customers.

6.1.4. The reseller accepts the sole credit risk for all end customer transactions.

6.1.5. Cobweb will bill the reseller for all end customer services made available, regardless of whether these services were consumed by the end customer and whether the end customer paid the reseller for these services.

6.1.6. Cobweb will levy charges for the use of the billing automation platform in line with the details in schedule 1.

6.2 Payment collections

6.2.1. Cobweb will attempt to collect due funds from the end customer on behalf of the reseller.

6.2.2.Funds will be deposited into the reseller's bank account.

6.2.3.The billing system will be updated to show completed payments.

6.2.4.It is the reseller's responsibility to reconcile bank activity with payments marked as collected within the billing platform, and raise any queries to cobweb within 3 days of the funds being marked as collected.

6.2.5.It is at all times the reseller's responsibility to manage and collect debts owed to them by the end customer.

6.2.6.The reseller accepts the **sole credit risk** for all end customer transactions.

6.2.7.Payment collection failures from the Reseller's customers will be reflected in the billing system and available for the Reseller to review and reconcile.

Appendix 1

Service Level Agreement

This Service Level Agreement applies to the Services as defined in the Service Supply Agreement.

DEFINITIONS

"Billing Period"	One calendar month, commencing from the Commencement Date;
"Customer Administrators"	Up to two nominated individuals per Customer who may contact the Service Desk;
"Core Hours of Service"	Monday to Friday 08:00–18:00 UK local time (excluding UK Public Holidays). All severity code incidents will be responded to;
"Emergency Maintenance"	Scheduled Maintenance tasks which in the reasonable opinion of Cobweb need to be performed sooner than the normal 48 hour notice period would allow;
"Non-Core Hours of Service"	All hours outside of Core Hours of Service. Severity 1 incidents only will be responded to. These must be logged by telephone. All other Severity code incidents will be responded to during the next period of core hours of service;
"Scheduled Maintenance"	Tasks which need to be performed for the ongoing security, stability and reliability of the Services as defined in Paragraph 8 below;
"Service Credit Period"	The timeframes defined in each Service Description used for calculating Service Credits;
"Service Desk"	The team of support staff from Cobweb, who shall provide support services through the following means, with the recommended means being Control Panel or Email: By Control Panel By Email: support@cobweb.com By Telephone: 0345 223 9000 (Option 1)

“Service Status Page”	The online information portal available at http://www.service-status.info which provides updates on all Severity 1 incidents;
“Severity Code”	The classification system for all incidents raised with the Service Desk as fully defined in Paragraph 4 below;
“SLA Report Period”	A full calendar month starting on the 1st of each month

2 SERVICE DESK

- 2.1 The Service Desk provides a single point of contact for Customers and is available for the purpose of the reporting of incidents and the handling of enquiries from the Customer Administrators, or other personnel as expressly authorised by the Customer and notified to Cobweb.
- 2.2 During Core Hours, all Severity Code incidents will be responded to.
- 2.3 During Non-Core Hours, Severity 1 incidents only should be logged by telephoning 0345 223 900. Incidents or enquiries that are designated as Severity 2 or below shall be logged, but the resolution shall not commence until the next period of Core Hours of Service. Severity 2 or below incidents should be logged by emailing support@cobweb.com or logging an incident from within Control Panel.
- 2.4 Where the Service Desk identifies that a specific query relates to the use of an associated product rather than the Service, the Service Desk reserves the right to refer the Customer Administrator to the appropriate website that details relevant technical or training information.

3 NOTIFICATION OF INCIDENTS

- 3.1 On receipt of a notification of a fault with the Service or a request for assistance, an initial assessment shall be immediately undertaken by Cobweb, an incident reference provided, and a severity level discussed and promptly agreed with the Customer. The Customer should retain a record of the incident reference which, in the event of a claim under the Service Level Guarantee, must be quoted as detailed below.
- 3.2 Cobweb shall provide the Customer with progress updates promptly upon:
 - 3.2.1 the resolution of the incident;
 - 3.2.2 any change of resolution target time, which can only occur with the written agreement of the Customer;
 - 3.2.3 or as otherwise agreed for Severity 1 incidents;
- 3.3 Up to date information on all Severity 1 incidents will be available on the Service Status Page.

4 SEVERITY CODE AND RESPONSE TIMES

- 4.1 Cobweb shall acknowledge via email to the designated Customer Administrators the receipt of all calls or emails to the Service Desk and include a Case Reference Number. It is the

responsibility of the Customer to keep up to date the contact details of the nominated Customers Administrators.

4.2 Target response times are as given below:

Severity code	Business impact	Target response time	Target resolution time
1	<ul style="list-style-type: none"> An unplanned incident causing loss of service to multiple Users 	1 hour	2 hrs
2	<ul style="list-style-type: none"> Individual User unable to work Reduced functionality causing severe disruption to the completion of business critical tasks 	2 hours	4 hrs
3	<ul style="list-style-type: none"> User experiencing a problem Reduced functionality causing some disruption to the completion of business critical tasks 	4 hours	8 hrs
4	<ul style="list-style-type: none"> Non-urgent query or request Reduced functionality resulting in minimal impact to Users 	1 day	5 days
IMAC	<ul style="list-style-type: none"> Chargeable service request for Installations, Moves, Additions and Changes 	2 days	As agreed with user

4.3 Severity levels shall be determined by the Customer, acting reasonably.

5 SCHEDULED MAINTENANCE

5.1 Cobweb shall use all reasonable endeavors to ensure that the Services are available 24 hours per day, 7 days a week, 365/366 days per year.

5.2 Scheduled Maintenance shall be required at regular intervals (and is excluded from Service Availability). Cobweb shall use reasonable endeavors to:

- 5.2.1 carry out Scheduled Maintenance at weekends and where that is not possible, then to carry out Scheduled Maintenance outside of the Core Hours of Service;
- 5.2.2 ensure that Scheduled Maintenance causes the minimum possible disruption to the Customers use of the Services; and
- 5.2.3 shall be completed as quickly as is reasonably practicable.

5.3 Scheduled Maintenance may include, but is not limited to, the following:

- 5.3.1 Server and network maintenance;
- 5.3.2 Software upgrades (Operating System and Application Software);
- 5.3.3 Hardware upgrades;
- 5.3.4 Bug fixes; and

5.3.5 Security fixes.

5.4 Customer Administrators shall be notified by Cobweb of Scheduled Maintenance by email at least forty eight (48) hours prior to each period of Scheduled Maintenance save when in the reasonable opinion of Cobweb Emergency Maintenance is required in which case, where the Customer shall be given the greatest possible advance notice by Cobweb. Without prejudice to the foregoing, the Customer acknowledges that Cobweb is obliged only to provide as much prior notice of any service-affecting maintenance as is reasonably practicable under the circumstances.

5.5 It is the responsibility of the Customer System Administrator to notify the appropriate Customer's users of Scheduled Maintenance periods of the Services.