# Frequently Asked Questions

## Intellectual Property

### Do I own the source code?

No, the working application is yours but the source code remains our intellectual property. This is partly to protect our business from competition and to improve security as access to source code could lead to more targeted attacks. An example for comparison is Microsoft Word, whereby you can install and use the product but you do not get any source code or access to change it

### What about data, can I have access to this?

Yes, as the data is yours

Typically, our software applications will allow data export as part of the functionality

For applications covered under our support & maintenance, we facilitate reasonable one-off requests for data snapshots or exports. Backups are also taken by us and can be provided upon request

If your business requires backups of data to be provided to your own office HQ, please consider GDPR and data security. If deemed suitable, a scheduled off-site backup can be arranged upon request for a fee

### Can I sell my website or application to another individual or company?

No, not without our involvement. All software we develop is tailored specifically for you and your business. As such, any reproduction of that software is at our discretion and would require us to make changes to make it work for a new individual or company. However, we are open to joint business ventures, so please contact us if you wish to discuss working together

### Are there any license fees, user limitations or restrictions?

No, we do not use a license model for our bespoke software applications. Likewise, we do not limit or charge on a per-user basis unless stated

However, if your software application grows in scale and/or complexity, we may need to increase your hosting, support & maintenance for sustainability

### What happens if I want to leave?

In the unlikely event that you wish to leave us, you would be provided with a snapshot of data & the working application – whereby the underlying source code would be compiled/encoded – this means that no further changes would be possible.

In order to migrate to a new hosting environment, configuration changes would be required and incur a fee. If the new environment is significantly different, further code changes and testing may also be required incurring additional fees

Should you wish to purchase the source code with the intention of continuing development elsewhere, this would be subject to negotiation with us

## Business Continuity and Disaster Recovery

### What happens if you go out of business or in the ‘hit by a bus’ scenario?

Should we go out of business, as long as your application is hosted with us, it will continue to run for a minimum of 2 years. Furthermore, arrangements would be made to ensure continuity of services as we have a moral obligation to our loyal clients - the exact nature of these arrangements would be dependent on the scenario but we would do our best to ensure you can continue using our software indefinitely

With regards to the ‘hit by a bus’ scenario (i.e. all technical staff being permanently unavailable such as death, illness etc), we utilise multiple developers based at different locations and always ensure more than one developer is involved in every project to mitigate this risk

Should the application be business critical and this be of particular concern, we propose using a 3rd party service for source code escrow such as <https://www.codekeeper.co> – this would incur both setup costs and ongoing costs from this 3rd party as well as ourselves. This is available upon request

### What is the disaster recovery plan for my software application?

The nature of any disaster recovery plan varies from project to project depending on how business critical and sensitive its purpose.

Typically, we guarantee 99.9% uptime and aim for 100%. However, external factors beyond our control (such as internet outages for clients) may inevitably involve downtime. In this scenario, we suggest that part of the scoping for any software application includes fallbacks which would mitigate any outage. For example, a list of appointments could be emailed to an individual via a scheduled task to ensure they always have access to key information

In the event of a serious outage, our priority is to restore your software application to working order as quickly as possible. Should you require a detailed and specific disaster recovery plan, this can be arranged upon request for a fee

## Security and data

### How do you secure my data?

All data stored in databases on secure servers within our hosting provider’s data centre, with access only granted to nominated persons for support purposes only. All requests are performed over a secure connection via https:// using SSL to ensure encryption of data whilst in transit

Regarding GDPR, it is the client’s responsibility to comply with this legislation and further details are available regarding our GDPR statement for clients

## Hosting, Support & Maintenance

### Can I use my own hosting?

In most cases, no. We develop and test our software to work within a specific environment and moving outside that introduces the possibly of unexpected issues arising. We provide your solution and that includes the aspects that keep it running 24/7. Our knowledge of your software solution means that we are the best people to look after it as we understand your current and future requirements

In rare scenarios, a client may need to host their solution in-house inside their office due to network or data requirements – in this scenario, we are typically tasked with setup and configuration of all suitable servers – this is available upon request

### Why do I need support & maintenance?

Firstly, software applications (especially large and business critical ones) require a certain amount of maintenance to keep them running optimally. Our team proactively monitor all systems and carry out regular maintenance tasks to prevent issues from occurring.

Secondly, support is there so our team are on hand to be there for us when you need us. This can be to ask a question, report an unexpected issue or request a change. Support & maintenance also covers minor tweaks and this can help reduce additional charges, although larger changes may still require additional chargeable development

Support & maintenance should be thought of as insurance for your software – we are strong believers that if you are making an investment into any software, it is sensible to consider planning ahead just like you would with a car when having it serviced or MOTed in the future

### I won’t need any support, can I just pay as you go?

Whilst not recommended, in rare scenarios, it may be deemed preferable to simply pay for everything on an ad-hoc basis. This may be because the client believes no further changes will be required, issues will be minimal, and they will not need to contact us. Likewise, we may withdraw support & maintenance should we feel the arrangement is unsuitable or unsustainable

If there is no support & maintenance agreement in place, all requests will be chargeable at our current hourly rate – this includes bugs/issues, questions, change requests. We provide no SLA against these but will do our best to action in a timely fashion

### What is covered under support & maintenance?

Please see our dedicated [support & maintenance](https://www.silverinnovation.co.uk/support-and-maintenance) page with further information

### How much is support & maintenance?

Typically, support & maintenance is calculated as 20% of the original up-front development costs. This is an industry-standard which is used as a guideline – the exact amount is dependent on the application requirements and projected time investment required to support your project

Following the initial up-front development and go live, support & maintenance will increase in line with additional changes and functionality if they are deemed ‘support affecting’ – which means are likely to create additional support & maintenance demands

### Will my support & maintenance increase?

There are two ways support & maintenance will increase:

* **Growth / complexity** – as an application grows in complexity and size due to new functionality, the amount of support & maintenance required naturally increases
	+ This is calculated as 1.5% (per month) of all additional changes/development which are deemed to be ‘support-affecting’. For example if £1,000 of additional changes/functionality are added, this would equate to a £15/month increase
* **Time spent** – if the amount of time / resources exceeds the amount charged
	+ We perform regular reviews on our support & maintenance to ensure the time spent providing this service aligns roughly with the amount charged
	+ Typically, these are performed over 12 months to get an accurate representation, but we reserve the right to carry out reviews during any time period
	+ Should we feel it necessary to increase your support & maintenance for this reason, we will write to you and can provide time log reports if required

### What is the 30-day grace period and what cover do I get?

Following go live, we provide a 30-day grace period which covers only bugs/issues and deviations/omissions from the original specification

Typically, a project will have support & maintenance agreement in place which supersedes this 30-day grace period and provides enhanced cover and support. The grace period is not intended as a replacement or alternative to support & maintenance – as such the 30-day grace period is only applicable to clients who decide to opt for pay as you go (PAYG)

### How do I cancel?

We will continue to automatically renew your services, invoice for them and keep them running unless we hear from you otherwise.

As such, we require a 30 day notice in writing to cancel any services prior to their renewal date. Some services are renewed for 12 months minimum and cannot be refunded