

# Intsys UK Limited

## Software Support Terms and Conditions

These terms are supplemental to the General Terms and Conditions of Software, Hardware and Consultancy Supply (the "General Terms")

### 1. Agreement to Support

1.1. We agree to support the Software stated in the quotation as being subject to a support agreement subject to the General Terms and these terms and conditions ("the support agreement")

### 2. Assignment

2.1. We may by notice assign the whole of the benefit and burden of this support agreement (or all or any of the components referred to in clause 2.2 below) to any other person who in our reasonable opinion is capable of carrying out its terms.

2.2. We may sever the parts of this agreement which refer to:

2.2.1. Systems software

2.2.2. Application Software

2.2.3. Bespoke software

2.2.4. Software licensed or sub-licensed by us

2.3. Any assignment under this clause is without prejudice to any other contractual arrangement between us.

### 3. Support Provided under this Agreement shall Include

3.1. Support provided includes hotline support. We will respond to problems telephoned, emailed or faxed to our Hotline which is available during our normal working hours of between 0900 and 1730 (which exclude public holidays and weekends). The level of support to which you are entitled is as specified in your support contract.

Support is only provided to designated users who have received approved training.

3.2. We prioritise support into urgent and non-urgent problems. An urgent problem is:

3.2.1. significant degradation or failure of the System,

3.2.2. defective Software distribution media, or

3.2.3. Software performance significantly inconsistent with documentation.

3.3. Any other problem is classified as a non-urgent problem.

3.4. Out of Hours Support. We only provide out-of-hours support if specified in the quotation or at our discretion.

3.5. Our support staff will attempt to solve a problem as quickly as reasonably possible, taking into account that urgent problems have priority over non-urgent problems. When appropriate, we will try to give an estimate of how long a problem may take to resolve. We will keep you informed of the progress of problem resolution.

3.6. In the course of solving a problem we may issue you with a workaround which will enable you to continue working (albeit with possibly reduced functionality) which may cause your problem to be reclassified as a non-urgent problem.

3.7. Our ability to provide support for third party software is dependent upon the assistance of the supplier of that software. We will use all reasonable efforts to deal with software problems which are caused by third party software (provided that that software is covered by this agreement) but cannot guarantee to solve problems arising from third party software.

3.8. On-site support. We only provide on-site support if specified in the quotation and where appropriate in the event telephone support does not resolve the problem. Otherwise, we will make an additional charge.

3.9. We shall charge at our usual applicable hourly rates for any support other than support provided under this agreement.

3.10. This Agreement does not cover hardware maintenance or system support.

3.11. This Agreement does not obligate us to install, configure, reinstall or reconfigure any software or to restate or reload any data. Except to the extent of providing an additional chargeable service to assist in loading your last non-corrupt complete backup ("the last backup") and ensure that any subsequent software fixes which we have implemented pursuant to this agreement are implemented. It is your responsibility to re-key or re-enter any data entered since the last backup was taken.

3.12. You acknowledge that diagnosis and support may result in the corruption or erasure of software or data and you must therefore ensure that you keep careful, up-to-date verified backups of software and data using a rotation system and regularly replaced media.

3.13. We specifically do not provide a data recovery service under this agreement. We may be able to provide data recovery services (or subcontract them to third parties) under a separate agreement, but you are warned that data recovery costs are significantly more than you may have anticipated. YOU MUST KEEP GOOD BACKUPS OF DATA AND SOFTWARE AND KEEP THEM OFF-SITE.

3.14. If anything you owe us is overdue (whether under this Agreement or otherwise) we shall be entitled to withhold support until it is paid. You will still be required to pay support fees for the time the support is withheld.

### 4. Your obligations

4.1. You must submit sufficient material, information and assistance to enable our support staff to duplicate the problem. This includes providing sample data (including the data on the system when the problem was encountered).

4.2. Where the software is dependent for its operation on other software, or on specific hardware, we may decline to provide software support unless

4.2.1. you have a maintenance or support agreement with us in respect of that software or hardware (for which charges additional to those under this agreement may be levied); or

4.2.2. You have a maintenance or support agreement with a third party in respect of that software or hardware the terms and provider of which we have approved.

4.3. You agree to comply with the provisions of any software licence agreements applicable to the software covered by this agreement (the "Software Licence");

4.4. It is the users responsibility to ensure all data entered is correct and reconciled. Intsys provide support for the usage of the software identified in the software agreement – they are not responsible for **any** data entered or **any** resulting output such as contained within reports, BACS payments, HMRC returns. Intsys offer guidance on the operation of the software and the user is responsible for all accounting. Intsys do not provide accountancy services. The client is responsible for any information contained in returns to the HMRC which may also on occasion be produced during training/consultancy/support services, at the request of the client, by Intsys.

It is the users responsibility to ensure all payroll data is correct – we recommend that all payroll software users have appropriate Payroll qualifications.

### 5. Correction of Software Errors

5.1. We may, at our sole discretion, correct software errors by patch or by new version.

5.2. Where it does not materially impact on the operation of the System, we may specify workarounds as solutions to specific problems.

### 6. Support not included

6.1. The following are not covered by the support agreement (unless explicitly stated otherwise) and work carried out in respect of them will be charged for on a time and materials basis at our usual charge-out rates.

6.1.1. Support of other software, accessories, attachments, machines, systems or other devices not supplied by us or listed in the quotation as being subject to support (or otherwise covered by agreement).

6.1.2. Rectification of lost or corrupted data arising for any reason other than our own negligence.

6.1.3. Support made more difficult because of any changes, alterations, additions, modifications or variations to the software covered by this agreement, the System or operating environment and made without our written consent or at our instructions.

6.1.4. Dealing with faults caused by using the software or hardware outside design or other specifications or outside the provisions laid down in any instructions documentation or manual relating to the software or hardware.

6.1.5. Diagnosis and/or rectification of problems not associated with the software covered by this agreement.

6.1.6. Installation of software patches or upgrades on existing systems - or the installation/re-installation/repair of the software on users workstations.

### 7. Duration

7.1. This is an annual maintenance agreement which must be renewed from year to year in accordance with our usual renewal procedure.

### 8. Support Charges

8.1. The support charges are as specified in the quotation or as notified to you from time to time under this Agreement ("Support Charges").

8.2. Support Charges are payable in advance upon receipt of our invoice unless we agree otherwise in writing (or it says otherwise in the quotation). No support will be provided until we have received payment. The quotation may specify that you are to pay by direct debit in which case we shall debit your account near the date of this agreement and each renewal date with the Support Charges which are in force at the time that the debit is made.

8.3. Support charges are typically invoiced annually. However, certain services may be invoiced and charged on a monthly basis, even though they represent annual contracts. To terminate the support agreement, a 90-day notice is required. If notice is received within 90 days of the support agreement renewal date, termination will be effective on the next anniversary following that date.

8.4. Support charges undergo review no more than once in each twelve-month period (excluding alterations and additions to software). This review may consider inflation, using the Retail Price Index (RPI) published by the UK Office for National Statistics, or it may be based on the level of service usage during the preceding year.

8.5. Within 30 days following a price increase as per clause 8.4 above, you may, if the charges have been raised beyond the RPI, notify us of your intention to terminate the Agreement. In such a case, the agreement will terminate, and all support services will cease on the day immediately before the increased charges were scheduled to take effect. Termination of this support agreement will not, by itself, cause any other agreement between us to terminate.

### 8.6 Changes to Configuration:

If you make any changes to your hardware or software setup different from what was initially agreed upon in the quotation, or if there are significant modifications to the software under maintenance, please inform us promptly. In such cases:

#### 8.6.1 Adjustment of Support Charges:

We will inform you about any changes in Support Charges resulting from the alterations. You have 30 days to reject the new charges by providing notice. If there is no rejection within this period, you are deemed to have accepted the revised charges.

#### 8.6.2 Rejection of New Charges:

If you decide to reject the new charges within the specified period, it will be considered as a notice of termination. In such a scenario, the previous support charges will continue to apply. However, for the remaining contractual period, we will not be obligated to provide support services beyond what was required before the changes. The 90-day notice period remains applicable. If you reject new charges within 90 days of an agreement anniversary, termination will take effect on the next anniversary following it.

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### 9. Remote Support

9.1. You will make available a VPN connection (Broadband Internet) for on-line problem resolution.

9.2. You will ensure that we have access to administrative or other passwords to enable us to carry out support. We undertake to take reasonable steps to keep such passwords confidential, but you are advised that you should employ a prudent password policy involving regular changes of passwords and the use of non-obvious or guessable passwords.

### 10. Our Liability

10.1. We shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this agreement, the Software, any Support Software, modem or other hardware, its use, the System or other equipment, property or otherwise except to the extent that such liability may not be lawfully excluded unless we have explicitly agreed to accept increased liability in the quotation.

10.2. Notwithstanding the generality of 10.1 above, we expressly exclude liability for consequential loss or damage which may arise in respect of the Software, any Support Software, any modem or other hardware, its use, the System or other equipment or property or for loss of profit, business, revenue, goodwill or anticipated savings unless we have explicitly agreed to accept increased liability in the quotation.

10.3. In the event that any exclusion or other provision contained in this agreement is held to be invalid for any reason and we becomes liable for loss or damage that could otherwise have been limited, that liability shall be limited to the amount you have actually paid us for software support services over the last year.

### 11. Termination

11.1. Besides termination provisions outlined elsewhere in this agreement, we reserve the right to terminate it by notifying you, in the event of your breach. If the breach is remediable, and you fail to address it within 30 days of receiving notice from us, we may proceed with termination.

11.2. Upon termination, you are obligated to settle all costs, including legal fees and other expenses incurred. This covers any outstanding charges, payments, or obligations related to the software, hardware, support services or any other relevant matters. Additionally, you may be required to certify that you have destroyed the specified software.

11.3. Any remedies or rights which we have against you shall continue after termination for any reason.

11.4. Termination of this agreement shall not (by itself) terminate other agreements that there may be between us.

### 12. Third party rights

12.1 These terms do not confer any rights on third parties as provided for under the Contracts (Rights of Third Parties) Act 1999 or any similar or subordinate legislation and it is not the intention of the parties to confer such rights.