

Software Support Contract

Signed on behalf of : _____

Signature : _____

Name : _____

Date: _____

1 . Interpretation

1.1 In this Agreement:

| | |
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| "Malfunction" | means a proven error in a mathematical calculation within the Software or an error which causes the system to substantially fail to operate; |
| "Renewal Date" | means the anniversary of the Commencement Date in each year of the Agreement; |
| "Training Day" | means a training day booked by the Client with Sapphire; |

1.2 Terms defined in the Terms and Conditions of Sale (the "Conditions") shall, unless the context otherwise requires, bear the same meaning when used in this Agreement.

1.3 Clauses 1,5,6,8,9,10,11,12,13,14, and 15 of the Conditions shall apply as if repeated in this Agreement.

2.1 The Fee for the Software Support Services shall cover the following:

- 2.1.1 telephone support provided between the hours of 0900 to 1700 Monday to Friday (except public holidays) to deal with, process, advise and act upon telephone, fax, email or written enquiries relating to operation or potential Malfunction of the Software;
- 2.1.2 a remote investigation service to diagnose potential Malfunctions.
- 2.2 Sapphire shall use its reasonable endeavours to respond within the target response periods ("TRP") published from time to time to any notification it receives from the Client under the terms of this Agreement relating to a Malfunction of the Software but time shall not be of the essence in this regard.
- 2.3 Sapphire shall use its reasonable endeavours to fix a confirmed Malfunction of the Software within the TRP published by Sapphire from time to time.
- 2.4 The Client must nominate two adequately trained and competent members of its staff per customer site, to receive and correctly apply the advice given. Sapphire shall be under no obligation to support any other personnel of the Client and shall not be responsible for the results of any advice given if the nominated members of staff are unavailable and advice is requested and provided.
- 2.5 Sapphire requires remote access by way of modem link or broadband based remote access system. Additional fees may be charged where modem links are unavailable or malfunctioning. Where such a modem is not available Sapphire reserves the right to charge for on-site visits.

On-site visits

- 3.1 Sapphire will provide on-site visits to the Client's Premises as may be necessary to fix Malfunctions, such visits to be charged at Sapphire's current daily rate. An allowance for travel time must be made for on-site visits.

Upgrades

- 4.1 Sapphire shall support a version of the Software for up to twelve months after a new version is released, providing Sage continue with corresponding support.
- 4.2 Sapphire shall support the Software for at least three years from the date the Software is first registered to the Client subject to it being upgraded. Sapphire reserves the right to modify the computer platform on which the Software will be supported by giving the Client 90 days notice in writing.
- 4.3 Sapphire shall use its reasonable endeavour to provide Upgrades to the Software required by changes to government legislation free of charge. Sapphire reserves the right to charge the Client for Upgrades where Sapphire deems these to be of a particularly onerous or difficult nature or where additional copies of Upgrades are required by the Client.
- 4.4 Sapphire reserves the right to charge for Upgrades of software other than software provided by Sage.
- 4.5 Upgrades to the Software may from time to time necessitate enhancements to or replacement of the Client's computer system to enable the new software to operate correctly. Sapphire will supply Upgrades to the Software under this Agreement subject to the Client purchasing the computer system or enhancements deemed adequate by Sapphire.

Services Not Included

- 5.1 The following is not included as part of the Fees for the Software Support Services and will be charged additionally at Sapphire's current daily rates:
- 5.1.1 support of software, accessories, additions, modifications, attachments, machines, systems or other items not listed in the Conditions including any software provided by Sage which was not supplied or installed by Sapphire;
 - 5.1.2 rectification of lost or corrupt data or programs arising from any reason other than a Malfunction;
 - 5.1.3 support of any software modified or altered by any person other than Sapphire unless specifically accepted in writing by Sapphire;
 - 5.1.4 support of any software used outside its design or specification or outside the provisions of any Documentation provided with the Software;
 - 5.1.5 diagnosis and/or rectification of potential or actual Malfunctions not associated with the operation of the Software;
 - 5.1.6 corrections or data corruptions caused by a third party software or software written by the Client or their agent or sub-contractors;
 - 5.1.7 support of any products installed on operating environments that are not supported by Sapphire;
 - 5.1.8 rectification of faults arising from the use of the Software other than in accordance with the System Requirements;
 - 5.1.9 Documentation;
 - 5.1.10 magnetic media provided by Sapphire which is not returned by the Client;
 - 5.1.11 support/ rectification of any faults arising out of a breach by the Client of clause 7 or 8 of this Agreement.

6. Training

- 6.1 Unless otherwise agreed Training Days are from 09.30 to 17.00 and include a 1 hour break for lunch. A half day is 09.30 to 12.45 or 13.45 to 1700. The Fee for Training Days includes time spent by Sapphire personnel travel to and from the Client's Premises.
- 6.2 If the Client cancels a Training Day Sapphire shall be entitled to make the following charges :
- | | |
|---------------------------|------------------------|
| Less than 24 hours notice | 100% of the daily rate |
| Less than 48 hours notice | 50% of the daily rate |
| Less than 60 hours notice | 25% of the daily rate |

7. Client's Obligations

7.1 The Client hereby undertakes:

- 7.1.1 to use the Software only on hardware and system software which complies with the System Requirements.
- 7.1.2 not to permit any other software to be integrated with the Software without the prior consent of Sapphire; Consent will not be unreasonably withheld.
- 7.1.3 not to modify or alter the Software other than at the direction of Sapphire personnel;
- 7.1.4 to ensure that its employees, contractors and other parties who use the Software are appropriately trained for the role that they are undertaking, and undertake to use the Software only in accordance with the terms of this Agreement;
- 7.1.5 to employ personnel conversant with the Software and the System Requirements;
- 7.1.6 to initially investigate any potential Malfunction to determine the cause and to notify Sapphire as soon as possible thereafter, providing written descriptions of problems as may be requested by Sapphire;

- 7.1.7 to perform system tests as required by Sapphire;
- 7.1.8 to take sufficient back-up and security copies of the Software and data to protect against any reasonable eventuality. If Sapphire is required to assist the Client with recovering its system from any type of failure, Sapphire reserves the right to make an additional charge as shall be notified to the Client. Any charges will be charged at our standard daily/hourly rates.

8. Alterations

- 8.1 Except to the extent and in the circumstances expressly required to be permitted by Sapphire by law, the Client shall not alter, modify, adapt or translate the whole or any part of the Software in any way whatsoever nor permit the whole or any part of the Software to be combined with or become incorporated in any other computer programs nor decompile, disassemble or reverse engineer the same nor attempt to do any of such things.

9 Term

- 9.1 The Software Support Services shall start on the Commencement Date and continue for a minimum of 12 months, or 24 months for subscription based systems.
- 9.2 The Fees for these Services are payable on an annual basis in advance of renewal of the Services, or monthly on the first day of every month by standing order for subscription based systems. Any increase in Fees will be notified to the Client in advance together with a justification of the increase. If the Client does not wish to renew the Services, the Client must provide Sapphire with 90 days notice in writing of its intention to terminate the Agreement, such notice to expire on or prior to the Renewal Date.