

Customer Support Service Level Agreement Terms and Conditions

These terms and conditions form part of the agreement made between Roeville Computer Systems Ltd and the Customer for software support at the installation address. During the continuance of the agreement, Roeville Computer Systems Ltd will supply and the Customer will accept support of the software products under the terms and conditions set out below.

Definitions:

“Roeville”	Roeville Computer Systems Limited
“the Service”	the support services, listed below
“the Software”	the product(s) provided by Roeville to which it holds copyright together with any associated third party products which Roeville is duly authorised to distribute.
“the Customer”	any party with whom Roeville contracts for the Service

Support Services

By entering into this agreement with Roeville, the Customer becomes entitled to the Service as described in this document, summarised under the heading “*Roeville Obligations*”. This Service is subject to the prompt payment by the Customer of the annual support charge together with the Customer’s compliance with its obligations as listed under the heading “*Customer Obligations*” below.

1. Roeville Obligations

For the duration of this agreement Roeville shall use its best endeavours to meet the following obligations:

- 1.1 Hours of Business** - Provide a support help desk between **09:00am and 17:30pm Monday to Friday** with the exception of the UK National and Bank Holidays.
- 1.2 Telephone/Remote Support** - subject to the exclusions detailed below, Roeville undertakes to provide telephone/remote support to handle Incidents and issues relating to the Software during the Hours of Business.
- 1.3 Roeville Support Helpline:**
phone: 01302 841333
email: support@roeville.com
- 1.4 Priority** - During busy periods on the support help-desk, Roeville operate a priority system which deals with the most urgent calls first.
- 1.5** The Roeville support help-desk offers telephone support only for those of the Customer’s employees who have been properly trained to use the Software.
- 1.6 Purpose** – the purpose of the support help-desk is to minimise the adverse impact of Issues and Incidents on the Customer’s business that are related to the functioning of the Software, and to help prevent their recurrence. To achieve this, and with the Customers cooperation, Roeville seeks to identify the root cause of the issue and then initiate actions to improve or correct the situation by workarounds, temporary fixes, updates, upgrades and training.
- 1.7 Training** - If a Customer training need is identified, Roeville will be pleased to provide the necessary training at its standard rate of charge, as it sets out from time to time.

- 1.8 Updates** - Roeville is continually seeking to improve the Software and the service that it provides. These improvements may be released periodically to the Customer as an inclusive part of the Service.
- 1.9 New Releases/Upgrades** - The Customer will be informed of any new releases and extensions to the product range and also advised of any associated charges as they may apply from time to time.
- 1.10 Site Visits** - Where Roeville, despite its reasonable endeavours, is unable to resolve any difficulty by telephone/remote-support then it may agree for its representative(s) to make a site visit at a mutually convenient time which will be charged at Roeville's standard rate of charge, as it applies from time to time.
- 1.11 Third Party Software support** - This includes the following:
- 1.11a Maintenance of Data Tables.
 - 1.11b Maintenance of Advantage Database Server (ADS) Databases but excluding new releases of the Advantage Database Server Software.

2. Exclusions from the Service

- 2.1** Please note that the Service does not cover:
- 2.1.1** Calls after 17:30 and before 09:00 weekdays or at weekends and bank holidays.
 - 2.1.2** Problems arising out of any alterations or additions to the software, however minor, other than those made by Roeville.
 - 2.1.3** Problems arising out of any alterations in or the failure of the hardware or operating system environment in which the Software operates.
 - 2.1.4** Any defects arising out of any interface with any other software operating on the system and not supplied by Roeville.
 - 2.1.5** Customisation of Reports other than those specifically agreed at the time of purchase of the Software.
A Report Customisation Service is available for existing reports and will be charged at the applicable rate. Any reports which require new coding or changes to existing coding or database scripting will be considered for development but will be subject to development charging rates.
 - 2.1.6** Bespoke development of product features.
While we encourage customer feedback regarding the provision of new and desirable features, we do so on the strict understanding that they are suggestions and there is no automatic expectation that these will be developed or delivered.
If a customer has a requirement for customised development this may be considered as a project to which the customer will contribute an agreed percentage of the development cost. Any such project work will be granted exclusivity for a period after which it may be provided to other users of the Software for an appropriate charge.
- 2.2.** Roeville shall not be obliged to provide support in any of the above circumstances, however, should it do so, Roeville reserves the right to make charges for any such support at its standard rates as they may apply from time to time.

3. Customers Obligations

During the period of this agreement the Customer agrees to:

- 3.1 Ensure that** use of the Software is restricted to competent trained employees only and in accordance with advice from Roeville.
- 3.2 Make regular** and retain multiple back-up copies of the Software and of the Customers own databases and computer records as may be necessary in accordance with best computing practice. Ensure regular backup copies of all data and system produced documents are kept secure in an off site location.

- 3.3 Maintain** adequate and up to date Antivirus Software and ensure a robust Disaster Recovery Plan is in place and reviewed on a regular basis.
- 3.4 Apply all updates** to the Software, in a timely manner, as and when issued by Roeville.
- 3.5 Not to alter** nor modify the Software in any way whatsoever nor permit the Software to be combined with any other programs without the prior written consent of Roeville personnel.
- 3.6 Not request**, permit nor authorise anyone other than Roeville to provide support services for the Software.
- 3.7 Co-operate** fully with Roeville personnel in the diagnosis of any error in the software.
- 3.8 Permit** designated employees of Roeville access to the Customers offices and to such of the Customers software and computer systems as is necessary to enable Roeville to provide the Service.
- 3.9 Make available** to Roeville free of charge all information facilities and services reasonably required by Roeville to enable Roeville to perform the Service.
- 3.10 Ensure** that Remote Access Facilities are installed and operable, as may be reasonably required by Roeville, to enable Roeville to perform the Service.
- 3.11 Ensure** in the interests of health and safety that Roeville personnel, if required on the Customers premises for the purpose of this agreement, are at all times accompanied by a member of the Customers staff familiar with the Customer premises and safety procedures.
- 3.12 Database** - Client/Server editions of Roeville software use proprietary databases including Advantage Database Server (ADS) and Microsoft SQL Server. These need to be kept current and are subject to additional third party service agreements.
- 3.13 Third Party Goods** - While Roeville will use all reasonable endeavours to give initial advice on faults in software not supplied by Roeville or on hardware faults, it is the Customers responsibility to ensure that it has made adequate arrangements for the support of hardware and third party software. Roeville would be pleased to assist with these arrangements if necessary. Data corruption caused by hardware faults may well be too complex to rectify over the telephone. If a site visit is necessary to assist with data restoration, it will be charged at Roeville's standard rate of charge.
- 3.14 System Configuration** - If changes are made to the hardware arrangements at the installation address: e.g. installation of a new file server, computer workstation, printer or alteration of existing network configuration, Roeville cannot assist with any necessary configuration changes unless agreed in advance. In any case, Roeville cannot guarantee that the necessary configuration changes will be successfully completed over the telephone. If a site visit is required, it will be arranged at a mutually convenient time and will be charged at Roeville's standard rate of charge.
- 3.15** Roeville will not take responsibility for changes to network settings and file server permissions made by other maintenance companies or by the Customers own staff. This extends to anti-virus and firewall software that might be inadvertently loaded or invoked by the Customer's own staff or third party support personnel.

4. Limitation of Liability

- 4.1** Roeville shall not be liable for any loss or damage sustained or incurred by the Customer or any third party (including without limitation any loss of use of Software or loss of or spoiling of the Customers data) resulting from any defect or error in the Software except to the extent that such loss or damage arises from any unreasonable delay by Roeville in providing the Service and then only to the extent excluded by this agreement.

- 4.2** In the event Roeville is considered liable to the Customer for negligence or any other cause of action arising out of this agreement, such liability shall not exceed the annual support charge for the year in which the relevant liability arises.
- 4.3** Roeville shall not be liable to the Customer for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss or damage whatsoever even if Roeville shall have been advised of the possibility thereof and whether arising from negligence, breach of contract or howsoever.
- 4.4** Roeville shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up to date secure backup copies of the computer program and data it uses in accordance with best computing practice.
- 4.5** The express terms of this agreement are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 4.6** Roeville cannot accept any responsibility for any loss or damage, however caused, arising out of the Customer choosing to rely on Roeville's advice in relation to hardware or software supplied by a third party.
- 4.7** The above clause is not intended to exclude or restrict liability for any personal injury or death arising out of Roeville's negligence in the provision of the Service.

5. Force Majeure

Roeville shall not be liable for any failure of the Software or the Service which is caused by any factor beyond Roeville's reasonable control.

6. Duration & Termination

- 6.1** This agreement shall commence on the start date specified in the contract schedule and shall continue for a period of 12 months and unless notified otherwise, Roeville will automatically extend the agreement every year for a further year by inviting a new support contract and advising the Customer accordingly. In the event of a revised price increase, Roeville will inform the Customer not less than one calendar month beforehand.
- 6.2** Either party may terminate this agreement by giving not less than one calendar month notice in writing.
- 6.3** Roeville reserves the right to terminate this agreement immediately:
- 6.3.1.** If the Customer fails to pay the annual support charge within 30 days from date of invoice.
- 6.3.2** If the Customer shall have a receiver or administrative receiver appointed or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of jurisdiction shall make an order to that effect or if the Customer shall become subject to an administration order or shall enter into a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- 6.3.3** If the Customers license to use the Software shall terminate.
- 6.4.** Any termination of this agreement prior to the expiry of 12 months from the start date of the agreement or any anniversary thereof, save where such termination is as a result of Roeville giving one month's notice, shall not entitle the Customer to a refund of any or part of the annual support charge paid for by the Customer.

7. Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any right, power, or remedy available to that party and each such right, power or remedy shall be cumulative.

8. Entire Agreement

This agreement supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof provided that nothing in this clause shall limit a parties liability for fraudulent misrepresentation.

9. Alteration

No addition to or modification of any provision of this agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

10. Notices

All notices that are required to be given under this agreement shall be in writing and shall be sent to the address of the recipient as set out in the agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by email or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by email or facsimile transmission when dispatched.

11. Applicable Law

This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

12. Third Party Rights

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that act.

13. Severability

Notwithstanding that the whole or any part of any provisions of this agreement may prove to be illegal or unenforceable the other provisions of this agreement and the remainder of the provision in question shall remain in full force and effect.