



# TN4 Solutions Limited Telephone Software Support Agreement Terms and Conditions

## **Sage 200 Technical Support & Contract**

Technical support is provided on the following terms. We are both legally bound by the following terms and conditions. Please read them carefully as they impose obligations on you and limit our liability to you.

### **i. Response Arrangements**

If you require software support or assistance one of yours staff will contact us via e-mail (preferred, via [support@tn4solutions.co.uk](mailto:support@tn4solutions.co.uk)) or by telephone if the matter is urgent.

### **ii. Our Obligations**

(a) We undertake to provide Software Support in the form of counsel and advice on the telephone or via e-mail on any problem reported by your staff and identified by the Company as pertaining to the functioning of the Software. The enquiry must relate to the Software listed in this proposal and no other software is covered. Your networking, system controls and your hardware are not covered.

(b) We undertake to respond to your request within eight working hours. Normal working hours are Monday to Friday, 0900 hours to 1700 hours excluding Bank/Public holidays.

### **iii. Exclusions to Clause 2**

(a) Where we deem your staff require further training - see Clause 4.

(b) On-site Software support visits, including training of your staff, made when deemed necessary by us.

(c) Where we are requested by you to rectify problems or supply support by on-site visits then this will be undertaken at our prevailing daily or half daily rates. We reserve the right not to provide on-site support to our clients.

(d) Installations, upgrades, and report writing are not covered by telephone support.

### **iv. Your Obligation**

(a) You will adopt all the necessary maintenance and backup procedures that would normally be adopted by a prudent user to protect the Software data.

(b) You will not use telephone support for "telephone training" of staff unfamiliar with any of the Software. If we feel that training is required this will be offered at our discretion. We reserve the right to withdraw telephone support without notice if we consider further training is required.

(c) If requested you will supply us with any information, documents and/or data that we may need in order to provide adequate support.

(d) If at any time you are not satisfied with any feature of our support service you must notify us in writing without delay.

### **v. Payment and Charges**

(a) Our charges will be payable before commencement of the support period. If payment is not received by us on this date, we shall be entitled to suspend providing support or to

immediately terminate this Agreement. Any termination will be without prejudice to any other rights we have.

(b) Unless we expressly agree otherwise, our charges are not fixed for any particular period. Instead we may increase our charges by reasonable amounts at any time and our invoices will always be at the rate prevailing at the time they are issued.

**vi. Termination**

(a) Subject to paragraph (b) of this clause, and the other terms and conditions, this Agreement shall remain in force once the initial period (this being thirty-six months from the date of your order) has expired until it is terminated by either of us giving the other at least 90 days written notice. If this written notice is not provided by you then a cancellation fee will be issued by us.

(b) If you are in default of any of your obligations under this or any other agreement with us or if we have reason to believe you may be insolvent within the meaning given to that word in the Insolvency Act 1986 we may, without notice, suspend providing our services and/or terminate this Agreement and we shall be entitled to retain the whole of any payments made by you.

**vii. Our Liability**

(a) We shall not be liable if we fail to provide Software Support where such failure is due to circumstances beyond our reasonable control.

(b) Our liability for any injury, damage or loss to any person or any property whether direct or indirect or consequential caused by our servants, agents or sub-contractors (except for death or personal injury) shall be limited to the amount paid by you to us under this Agreement. For the avoidance of doubt, we shall under no circumstances be liable for any indirect or consequent loss or damage including but not limited to the loss of use of the Software or of earnings or profits deriving from such use or for any loss of recorded data.

(c) All representations and warranties whether express or implied and all our liabilities except those expressly set out in the terms are excluded to the maximum extent allowed by law.

**viii. General**

(a) No other document shall form part of this Agreement unless so agreed in writing by both of us. Any requested variation, waiver or addition to these terms and conditions shall not be binding on us and shall form no part of this Agreement unless so agreed.

(b) We may at its option sub-contract the services to be provided under this Agreement either in whole or part.

(c) We may assign this Agreement but it cannot be assigned by the Client without our written consent.

(d) We shall not be liable for any delays in meeting any of our obligations under this Agreement.

(e) Any notices one of us sends to the other shall be sent by first class post to its last known address, any such notice shall be deemed to have been served on the expiry of forth-eight hours after posting.

(f) This Agreement shall be governed and construed in all respects in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English court.