

SOFTWARE SUPPORT CONTRACT – TERMS & CONDITIONS

Our Commitment to You

1. We will provide all of these services to you:

- regular account management calls by telephone or video link
- unlimited remote support by phone, email and PC remote control
- bug fixes and changes to the system which are required because of new legislation
- access to our Extranet services where you can log and view problems, monitor your projects (software enhancements/developments), read newsletters etc
- access to discounted hardware prices at our online shop at <http://start-software.com/online-shop/>
- discounted labour rates where additional time on site is required.

We may also, at our discretion, offer minor upgrades to your system as part of this agreement however we reserve the right to quote for such work at your discounted labour rate.

2. If you are a **Premium Support Customer**, in addition to the services above we will also provide the following benefits:

- quarterly account management visits, in person if you would like them
- minor programming changes
- priority over other customers.

3. We will always try to be professional and friendly in our approach.

4. We will try to be consistent in the way that we deal with you, even if different staff attend your site.

5. We will treat you and your staff with respect at all times.

6. We will treat your IT equipment and data with care, just as if it were our own.

7. We will try to learn about your business and we will try to make suggestions to improve the effectiveness of your IT systems and equipment.

- 8.** Any information we become party to during the work we undertake will be kept confidential and not shared with others unless required to by the appropriate authorities or we have your explicit permission.
- 9.** We will treat our relationship as a partnership (but not in the legal sense) so that we both benefit from it.
- 10.** We will carry insurances (public liability, employer liability and professional indemnity) appropriate to the work we do. We will give you details on request.
- 11.** We will only send staff to a job with the correct briefing (based on the information you have given us), training and experience.
- 12.** You will have mobile and MSN details for the staff who regularly attend your site and you are free to contact them directly if you wish.

Your Commitment to Us

- 13.** We ask that you treat our staff with respect at all times even if your equipment has failed or if you feel we have let you down.
- 14.** We ask that you prioritise problems in a responsible way, only classifying items as "urgent" if they truly are.
- 15.** We ask that you are flexible and understanding when we have to unavoidably rearrangement appointments, or if we are unable to keep exactly to time. Any time estimates given to you by us can only ever be estimates – it is the nature of the work we do.
- 16.** We ask you to complain if we do something that upsets you, so we can investigate your concerns and where appropriate apologise and make amends.
- 17.** We ask that you settle your accounts by standing order where possible, and always on time.
- 18.** We ask that you do your best to understand your IT system. In particular, it is vital that you understand how your backups work and how to check them. We expect you to know if a backup has succeeded or failed. The ultimate responsibility for backing up your data and information is yours.
- 19.** We ask that if you are happy with our service that you recommend it to others. If we start a contract with them, we will thank you by crediting your account with a month's service value.
- 20.** We ask that you do not approach our staff to encourage them to work for you directly, or to engage them for a period of 6 months after they leave their employment with us. This is not allowed in their contract and could lead to their dismissal.

Payment for Services

- 21.** We will always quote for additional equipment and services before undertaking the work.
- 22.** Please always confirm orders in writing (fax or email is fine) by referring to our quotation.
- 23.** If we do not receive written confirmation or cancellation, we may decide not to do the work or we may do the work anyway and bill you for it.
- 24.** If you do not pay within our terms (typically 30 days from invoice date) we may charge you interest (at 4% above Barclays Bank base rate) and other fees/expenses incurred by us as a result.
- 25.** If you reach the point of being 30 days overdue (ie 60 days from point of invoice), we reserve the right to stop working for you. We will naturally give you notice and remind you beforehand.
- 26.** You can cancel your contract by giving us written notice. Once a contract has started, it will run until the end of the contract year.

Response Times

- 27.** Our standard support times are 08:30 - 17:30 Monday - Friday, excluding Bank Holidays.
- 28.** If you call the Support Line (0845 612 2402) you will always be able to speak to a person, although they may not always be technical or familiar with your setup.
- 29.** For what we jointly classify as urgent problems (based on the information you give us), we will respond within 2 hours. This may be remotely (ie by phone, email or remote control).
- 30.** For what we jointly classify as important but not urgent problems (based on the information you give us), we will respond within 4 hours.
- 31.** For all other problems, you will receive a response within 8 hours.
- 32.** We cannot be held liable for consequential loss where hardware, software or systems we have supplied fail.