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Managed Application Services Addendum – V2.0 - 02/03/2021

This Addendum sets forth additional or amended terms and conditions for the delivery of Support Services which are in addition to, and without limitation of, the terms and conditions set forth in the Online Terms and Conditions agreement between the customer and Accellier Ltd for the Company Services (such services agreement, the “Agreement”).

1. The Support Services

- 1.1 A description of the Support Services is set out in the relevant (application specific e.g. Vtiger CRM, SuiteCRM, Dolibarr ERP, Joget etc) Managed Service Description and Master Service Level Agreement.
- 1.2 The Company shall perform the Support Services during the Support Hours as specified in the relevant Managed Service Description and Master Service Level Agreement.
- 1.3 The Customer shall report any fault requiring Support Services via an authorised contact either by e-mail to support@accellier.com, by telephone or through the Company’s Client Portal, providing a detailed description of any such fault and the circumstances in which it arose and shall submit sufficient material and information to enable Company’s support staff to duplicate the problem.
- 1.4 When appropriate, the Company shall endeavor to give an estimate of how long a fault may take to resolve. The Company’s support staff shall use their reasonable endeavors to resolve the fault as soon as reasonably practicable within the Support Hours.
- 1.5 If agreed between the parties in writing, the Company shall provide the Support Services outside the Support Hours for the additional fee specified in the Vtiger CRM Managed Service Description and Master Service Level Agreement.

2. Excluded Company responsibilities under the Support Services

- 2.1 The Company shall be under no obligation to provide the Support Services in respect of problems arising out of (a) tampering, modification, alteration or addition to the hardware or software, which is undertaken maliciously or otherwise by persons outside of the control of the Company or its authorised representatives or (b) the Customer’s programs or hardware or (c) resolution of problems or server 'clean up' arising out of (i) compromise of application attributed to any script or code created or loaded by the Customer or their users; or (ii) compromise of an application attributed to any user password guessed or cracked and used to access the application. Where such additional Support Services are required, and if the Company chooses to provide these additional Support Services, these services will be charged at the emergency hourly rate in force at the time that the service is provided or (d) any other areas specifically agreed between the parties in writing.
- 2.2 Any time spent by the Company investigating such faults arising through circumstances described in clause 2.1 of this Addendum will be chargeable at the Company’s then current rates (a copy of which can be provided upon request).

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2.3 The Company shall invoice such charges at its discretion and such sums shall be paid by the Customer in accordance with the payment terms set out in the Online Terms and Conditions.

2.4 The Company shall not be obliged to make modifications as part of the Support Services in relation to, the Customer's computer hardware, operating system software, or third-party application software or any data feeds or external data, unless specified in Vtiger CRM Managed Service Description and Master Service Level Agreement.

3. **Disclaimer and Company Warranties**

3.1 The Company warrants to the Customer that all Support Services supplied under this Addendum will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

3.2 The Customer acknowledges that it is the responsibility of the Customer to ensure that the facilities and functions of the Support Services as described in Managed Service Description and Master Service Level Agreement shall meet its requirements.

3.3 Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the satisfactory quality, fitness for purpose or ability to achieve a particular result, of the Support Services is given or assumed by the Company and all such warranties conditions undertakings and terms are excluded to the fullest extent permitted by law.

3.4 The Company does not warrant that all errors can and will be corrected. The Company shall use its reasonable endeavors to correct errors, so long as the errors are replicable by the Company or to provide a patch or to bypass such errors.

3.5 The Company's sole obligation under the warranty in this clause 6 shall be to remedy the defect. The Company shall have no obligation or liability under clause 6 unless the Customer notifies the Company of any defect within 1 month of the date on which the Customer became aware of or ought reasonably to have become aware of the defect.

4. **Customer Warranties and Obligations**

4.1 The Customer warrants that it has not relied on any oral representation made by the Company or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by the Company which are only intended to convey a general idea of the products and services mentioned.

4.2 The Customer warrants that it shall comply in all material respects with all applicable laws, regulations and mandatory codes of conduct (whether statutory or otherwise) of the United Kingdom, and that all licenses, permissions and consents required for carrying on its business have been obtained and are in full force and effect.

4.3 The Customer shall effect and maintain adequate security measures to safeguard the Company's applications from access or use by any unauthorised person and ensure that all passwords are at all times kept confidential and are in accordance with required industry standards, used properly and not disclosed to unauthorised people and if the Customer has any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way or of any other breach of security then the Customer shall inform the Company immediately.

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- 4.4 The Customer shall by arrangement, grant access to its systems at all times to enable Company to carry out the Support Services;
- 4.5 The Customer shall when required, enable logins or passwords to be available to Company staff (who will have their own administrator level logons);
- 4.6 The Customer shall comply with all reasonable instructions of the Company with regard to the provision of the Support Services and the use of any Company server; and
- 4.7 The Company shall allow the Company access to such information as may be reasonably required by the Company in order to effectively deliver the Services.

5. **Intellectual Property Rights**

The Intellectual Property Rights in any software code written by the Company as part of the project shall remain the property of the Company. In consideration of the payment of the Fees by the Customer to the Company, the Company grants to the Customer a non-exclusive, non-transferable license to access and use the Intellectual Property Rights in accordance with the Agreement, solely for the Customer's internal business purposes. Should a customer decide to leave the Company a copy of all codes/databases/3rd party licenses (where applicable) will be provided (standard rates, currently £45 +VAT per hour will apply).

6. **General**

The provisions set forth in this Addendum are in addition to, and unless expressly provided to the contrary, without limitation of, the provisions set forth in the Agreement. In the event of a direct conflict between this Addendum and the Online Terms or any other document, the applicable portion of this Addendum shall prevail.