

# MS CRM SUPPORT ATTACHMENT TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form ("**We/Us**") and the customer identified in the signature block in the Order Form ("**You/Your**"). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date in the Order Form. The parties agree to the following:

**1. DEFINITIONS.** Capitalised terms that are not otherwise defined in this Attachment shall have the meaning ascribed to them in the Master Agreement.

**"Additional Items"** means additional modules, Licence Metrics provided after the initial purchase of Software.

**"Certified Operating Environment" or "COE"** means hardware, operating system, middleware, database products and other software on which We or Our licensors, as applicable, indicate a Software will operate.

**"Commencement Date"** means the date from which We agree to provide Support to You, as set out on the Order Form. Where no date is set out on the Order Form the Effective Date shall also be the Commencement Date.

**"Equipment"** means hardware on which the Software is installed or Your server for the computer configuration situated at the Location. The Equipment may not include a virtual server environment unless noted on the Order Form.

**"Error"** means a material failure of a Software to conform to its functional specifications described in the Documentation that is reported by You to and replicable by Us.

**"Interface"** means a Software module that facilitates the movement of data between a Software interface and a third party system interface.

**"Support Contacts"** means the person(s) authorised by You and registered by You with Us to communicate with Us to request and receive the Support Services. The maximum number of Support Contact(s) is one, unless otherwise agreed in writing with Us. Additional fees apply if You require additional Support Contacts.

## 2. INDEMNITY RE LICENCE

**2.1. Licensing.** It is Your responsibility to source and maintain the relevant Third Party Product independently of Us. Further, You shall supply to Us and keep updated any details of the Third Party Product licences such as limits or restrictions, where such limits or restrictions will materially affect any Services provided by Us. In these circumstances, We accept no liability whatsoever in respect of the Third Party Product and You shall fully indemnify Us against all claims, demands, actions, costs, expenses (including but not limited to full legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement of any intellectual property right by Our use of Third Party Product in connection with the Agreement.

## 3. SOFTWARE SUPPORT SERVICES

**3.1. Scope.** Subject to Your timely payment of applicable Support fees, We will provide the Software Support services for the Software in accordance with the Support Policies for the maintenance plan during the Support Term, where both the Software and the maintenance plan are indicated in the Order Form. In the event the Support Policies indicate variable maintenance plans (e.g. bronze silver or gold) all licences in Your possession must be supported under the same maintenance plan. Support is provided for all Software; however in respect of Third Party Product(s) that You procure from Us, such service may be amended from time to time to reflect the level of service We receive from the relevant owners/licensors. Support for Bespoke Modifications is subject to payment of additional Support fees, as specified in the Order Form.

**3.2. Versions and Patches.** You are responsible for installing promptly all Software versions and/or patches as issued by the relevant third party supplier, or requesting Us to do so on your behalf subject to our Professional Services fees. All Professional Services required to install versions and/or patches will be chargeable by Us at the then prevailing day rates.

**3.3. Exclusions.** We are under no obligation to provide Support with respect to: (i) Software that has been altered or modified by anyone other than Us or Our licensors unless We have agreed to do so in writing; (ii) a release/version for which Support has been discontinued unless expressly agreed in writing; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; (v) any systems or programs not supplied by Us; (vi) misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by Us), including failure or fluctuation of electrical power; (vii) failure to maintain the necessary environmental conditions for use of the Software.

**3.4 Support Term.** Support and payment obligations for Support fees start on the Commencement Date and continue through the expiration of the initial term set forth in the Order Form ("**Initial Term**"). Following the end of the Initial Term, Software Support Services shall automatically renew for additional periods of the same duration as the Initial Term continuously thereafter, unless otherwise specified in the Order Form (each a "**Renewal Term**"), unless either party gives written notice at least 90 days prior to the end of the Term, of its intention to terminate the Service. The Initial Term and Renewal Terms are collectively referred to as the "**Support Term**".

**3.5 Support Fees.** Support must be paid for all Software and all associated Licence Metrics, including Additional Items. You may not purchase or renew Support for a subset of Your licences only. Fees for Support do not include installation, implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems or Bespoke Modifications (unless noted in writing on the Order Form).

**3.6 Software Life Cycle.** It is Your responsibility to keep the Software up to date. We reserve the right to suspend provision of Support to You if the Software is not kept up to date, and further We may terminate this Attachment if the Software is not updated within a reasonable time following suspension. If an Error was corrected or is not present in a more current version of the Software, We shall have no obligation to correct such Errors in prior versions of the Software.

## 3.7 Your Other Responsibilities.

**3.7.1** You agree to ensure the Software is on the correct minimum platform specifications, including database, operating system and service specifications; and to make regular backup copies of Your data to ensure recovery if the Software malfunctions.

**3.7.2** You undertake to ensure that all appropriate users receive initial training services sufficient to enable You to effectively use the Software. Failure to do so could result in additional fees if Support service requests are deemed excessive as a result of insufficient training, at Our discretion.

**3.7.3** You shall ensure that Our assigned technical personnel are able to access Your system remotely. You shall be responsible for providing Us access under such security arrangements as agreed between the parties. We alone shall decide whether access to the system is sufficient for Support purposes. The Support service shall be conditional upon You having (i) provided such information and assistance as may be reasonably expected in respect of any malfunction in the Software; (ii) incorporated all Updates issued by Us; (iii) not otherwise changed the Software; and (iv) arranged for appropriate training in the Software for your users

**3.7.4** You agree to ensure suitably experienced personnel are available to Us if required.

**3.7.5** You agree to report all suspected Errors and questions through Your Support Contact(s) to Us. Failure by You to so notify Us within 30 days of Your first becoming aware of the Error in the Software or any incorrect working of the Software shall free Us from all obligations to provide Support Services in respect of such Software. Support Contact(s) are required to undergo Our training courses prior to being confirmed as "Support Contact". Reports will include all pertinent information regarding Your deployment and use of the Software and the circumstances under which the problem occurred. When submitting a service request, a Support Contact should have a baseline understanding of the problem encountered and an ability to reproduce the problem in order to assist Us in diagnosing and triaging the problems. If You make unreasonable, excessive or inappropriate use of the Support, then We may at Our absolute discretion either suspend or charge extra for such Support and invoice You, and You agree to pay, for the additional charges in respect of time spent supplying such Support at the then current rates.

**4. FEES.** Fees for Software and Support Services and payment terms are specified in the Order Form.

**5. WARRANTIES AND DISCLAIMERS.**

**6.1 Our Software.** Without prejudice to the disclaimers included in the Master Agreement, We undertake that, provided it is operated in accordance with Our instructions, Our Software will materially perform in accordance with the Documentation.

We are not responsible for any claimed breach of any warranty set forth in this clause caused by: (i) modifications made to Our Software by anyone other than Us; (ii) the combination, operation or use of Our Software with any items that are not part of the COE or the Equipment; (iii) Your failure to use any Updates that We made available to You; (iv) Our adherence to Your specifications or instructions; or (v) You deviating from Our Software operating procedures described in the Documentation.

**6.2. Third Party Products.** We warrant that We are an authorised distributor of any Third Party Products listed on the Order Form to be supplied to You by Us. We make no warranty with respect to any Third Party Products. Your sole remedy with respect to Third Party Products shall be pursuant to the

original licensor's warranty, if any, to Us, to the extent permitted by the original licensor. Third Party Products are made available on an "AS IS, AS AVAILABLE" basis, without warranties or conditions of any kind, whether oral or written, express or implied.

**6.3. Interfaces.** If We develop and provide any Interface from Our Software to the products or services of a third party, those products and services are not part of the Software, We make no warranties or representations of any kind with respect to those products and services. Only the Interface developed by Us shall form part of Our Software. You assume all risk of loss arising from the use of those products and services.

**6.4. Support.** Without prejudice to the disclaimers contained in the Master Agreement, We warrant that We will perform the Support Services using reasonable skill and care. Your sole and exclusive remedy for breach of the above warranty shall be Our obligation to re-perform the applicable service. We shall use reasonable endeavours to fix faults in line with the relevant service levels. However, no representation or warranty is given by Us that all faults will be fixed, or will be fixed within a specified period of time.

**6.5.** For the avoidance of doubt, the warranties disclaimers set forth in the Master Agreement apply.

**7. TERM AND TERMINATION.**

This Attachment and any licences granted hereunder may be terminated by either party in accordance with clause 8 of the Master Agreement. The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. For the avoidance of doubt, the Term set forth above applies to all Licence Metrics purchased by You as of the Effective Date, plus any Additional Items purchased during the Term on a pro-rata basis from the date of purchase.

**8. HOSTING SERVICES.**

You may obtain from Us Hosting Services as more fully described in the relevant Hosting Services Attachment(s). If You purchase Hosting Services, the provisions of the Hosting Services Attachment(s) apply in addition to the terms of this Attachment. In the event of a conflict between the terms of this Attachment and those of the Hosting Services Attachment(s), the Hosting Services Attachment(s) shall prevail in respect of Hosting Services only.