

## 1 Support Agreement

AN AGREEMENT made between **Cleric Software Solutions, 1 John Bradshaw Court, Alexandria Way, Congleton, CW12 1LB** (hereinafter referred to as the Company) and **CLIENT NAME** the user of the software (hereinafter referred to as the Client), whereby it is agreed that in consideration of the charges specified the Company will provide technical support, software and services, subject to the Conditions of Service attached hereto.

### 1. Contract Period and Charges

1.1 This agreement shall continue for **three years** (the minimum contract period) from the date of the start of the contract and thereafter annually until terminated by either party giving to the other not less than thirty days notice in writing prior to the due agreement commencement date. The Client may terminate the agreement after the minimum contract period (3 years) is completed by giving the Company not less than thirty days notice in writing, paying an early termination penalty payment equal to 30 % of the outstanding balance of the minimum contract period and returning all software and related data to the Company.

1.2 The charge for support is made annually and is payable within 21 days of the contract start date or annual anniversary date.

1.3 Any outstanding invoices will be subject to interest charges of 1% above base rate as quoted by HSBC Plc.

1.4 All charges are subject to the addition of Value Added Tax at the prevailing rate at the time of invoice.

### 2. Hours of Support Cover:

2.1 Standard cover: Mon to Fri 0900-1700 (Excl. Public Holidays). 24x7x365 cover can be provided as an additional chargeable option. Response to calls is as per the Service Level Agreement (SLA) and cover is provided initially through telephone and email support service.

2.2 All calls are logged, prioritized and controlled through escalation procedures to ensure rapid response and fix times. Depending on the nature of the call, support may be provided either by email, telephone, or remotely via secure communications links or through a site visit.

### 3. Supply of New Software:

3.1 Any new software including version releases, modules, upgrades and bug fixes written by the Company and related to the product group/s to which this agreement relates will be supplied free of charge, subject to 8 below.

### 4. Additional Service Charges:

4.1 All additional services, including software development, consultancy, training and data preparation, provided by the Company, and which are not covered by this agreement, will be charged at the Companies prevailing daily charge rate. This prevailing rate is the rate at the time the Company provides a quotation for the additional service.

### 5. Expenses:

5.1 The Company reserves the right to charge the Client for all valid expenses incurred in the delivery of services, or services requested by the Client, at the Companies prevailing rates. Expenses include travel, overnight accommodation and subsistence. This prevailing rate is the rate at the time the Company provides a quotation for the additional service

### 6. General:

6.1 This agreement applies only to software and other material designed, developed and supplied by the Company.

6.2 All software, systems and related documentation designed and developed by the Company remains the property of the Company and subject to the Terms and Conditions of Cleric Software Solutions standard Software License.

6.3 This agreement does not include Third Party products or services, lease charges, airtime charges, data costs or licence costs or any other services or goods provided by a Third Party.

6.4 This agreement and associated charge does not cover expenses incurred by the Company due to client requested services or site visits other than those services provided under the terms of this agreement.

6.5 The agreement applies to a single resilient server installation, including back-up and resiliency provisions, running a single copy of the Company software. A separate agreement is required for each installation.

6.6 Any development, modification or maintenance of software covered by this agreement by a third party or employee of the Client, unless previously agreed with Cleric Software Solutions shall render this agreement void and unenforceable.

6.7 All Cleric Software Solutions staff are under special contract which protects our Clients against the divulging of confidential information.

|                      |                           |                              |
|----------------------|---------------------------|------------------------------|
| Party (on Behalf Of) | Cleric Software Solutions | <i>Insert CLIENT Details</i> |
| Date                 |                           |                              |
| Name                 | Charles Porter            |                              |
| Title                | Technical Director        |                              |
| Signature            |                           |                              |

## 2 Release of Source Code

### AGREEMENT FOR THE RELEASE OF SOFTWARE SOURCE CODE

This agreement is made on the (date)     /     /     between:

**Cleric Software Solutions, 1 John Bradshaw Court, Alexandria Way, Congleton, CW12 1LB**  
(Hereafter called the 'Owner')

And **CLIENT NAME**  
(Hereafter called the 'User')

Under this agreement the Owner agrees to provide a copy of the software source code for APTS/PTS Online hereafter called the 'Software Package'.

It is agreed as follows:

1. The Owner grants permission for the User to hold a copy of the source code connected with the Software Package. This is to ensure that the User and their business are adequately protected in the event that the Owner ceases to trade. The agreement also protects the Owners considerable investment in developing the Software Package.
2. The User agrees to access or make use of the Software Package source code only in the event of the liquidation or bankruptcy of the Owner or failure by the Owner to maintain and support the Software Package under an agreed maintenance contract.
3. Copyright and all other intellectual property rights relating to the Software Package remain with the Owner.
4. The contract will be deemed to be terminated if,
  - i) the User fails to purchase annual software support contract from the Owner.
  - ii) the User business ceases to trade or operate under its current identity in consequence of a winding up order, liquidation, take-over by or amalgamation with a Third Party.
5. The user agrees not to copy the Software Package or any part thereof or to communicate the Software Package or any part thereof to a Third Party.
6. In the event of termination of the contract by either party to this agreement the User will return all source code and all media connected with the Software Package to the Owner.
7. In the event of the User contravening any of the conditions of this agreement the User will immediately return the Software Package to the Owner.
8. Disputes in connection with this agreement will be resolved by the appointment of an independent arbiter.
9. The construction, validity and performance of this Agreement shall be governed by the laws of England. Any disputes will be litigated in the English Civil Courts to the jurisdiction of which the Party submits.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in manner binding upon them

|                      |                           |                              |
|----------------------|---------------------------|------------------------------|
| Party (on Behalf Of) | Cleric Software Solutions | <i>Insert CLIENT Details</i> |
| Date                 |                           |                              |
| Name                 | Charles Porter            |                              |
| Title                | Technical Director        |                              |
| Signature            |                           |                              |