

**SOFTWARE OF**  
EXCELLENCE

**SUPPORT AGREEMENT**

Between

**SOFTWARE OF EXCELLENCE UK LTD**

Eclipse House, Eclipse Park, Sittingbourne Road  
Maidstone, Kent ME14 3EN  
UK

AND

**Practice Name**

Address 1

Address 2

Address 3, Postcode

## **1. Parties**

- (1) **SOFTWARE OF EXCELLENCE UK LTD**, incorporated and registered in England with company number 02940919 whose registered office is at Eclipse House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN, UK ("**SOE**")
- (2) **PRACTICE NAME**, [incorporated and registered in [ ] with company number [ ] whose registered office is at] [ ] (the "**Customer**")

## **2. Background**

- A) SOE has supplied and licensed the Software (defined below) to the Customer under the terms of the Purchase Agreement (defined below).
- B) This Agreement sets out the terms, on which SOE agrees to support the Software installed at the premises of the Customer.

## **3. Definitions**

<b>"Fee"</b>	means a monthly support fee payable by the Customer to SOE as set out in the Purchase Agreement and subject to the increases set out in clause [5];
<b>"Purchase Agreement"</b>	means an agreement dated [ ] between SOE and the Customer relating to the use and purchase by the Customer of the Software;
<b>"Software"</b>	means the <b>EXACT</b> Practice Management System;
<b>"Support Desk"</b>	means the SOE software support team reached by dialing [ ] or any other number that SOE may use from time to time and noted on its website; and
<b>"Support Hours"</b>	means the hours of 8:00am to 6.00pm Monday to Friday, excluding Public Holidays.

## **4. Start Date**

The support services covered by this Agreement shall commence on the date of installation of the Software.

## **5. Fees and Payment**

- 5.1 The Fee shall be payable [monthly in advance].

- 5.2 The Fee payable shall be increased [by an amount agreed between the parties] if the Customer purchases additional modules or licences from SOE.
- 5.3 SOE has the right to increase the Fee once per annum.
- 5.4 In relation to any increase made under clause [5.3] above, SOE shall give the Customer written notice at least [30] days in advance of the increase in the Fee.

## **6. Support Services**

- 6.1 The Customer is entitled to phone the Support Desk within the Support Hours and to receive the support detailed in clause [6.2].
- 6.2 Within the Support Hours, SOE shall:
  - 6.2.1 Promptly investigate defects that the Customer reports and shall use its reasonable endeavours to correct them; and
  - 6.2.2 Provide telephone support to assist the Customer in using the Software (The Customer should note that support services should not be considered a replacement for user training).
- 6.3 From time to time SOE will make available to the Customer [free of charge]:
  - 6.3.1 updates to fix defects or enhance the stability of the Software in accordance with SOE's release plan; and
  - 6.3.2 upgrades to the Software.
- 6.4 In order to resolve any identified problems, SOE may, at its sole discretion, make information available to 3<sup>rd</sup> party software/hardware suppliers where the problem is diagnosed and involves the Software, software other than the Software or hardware.
- 6.5 SOE shall be entitled to charge the Customer [a reasonable fee] for providing any assistance under clause [6.4] above.

## **7. Support Service Exclusions**

- 7.1 This Agreement specifically excludes SOE from being responsible for:
  - a) Providing support for hardware systems including printers and scanners, networks, operating systems etc;
  - b) Providing support for malfunctioning systems caused by theft, fire, natural disaster, intentional/unintentional damage or deletion of files (It is strongly recommended that the Customer has adequate business insurance to cover such events and subsequent costs);
  - c) Supporting systems damaged by a virus regardless of its source. It is the Customer's responsibility to maintain and operate current and comprehensive anti-virus protection;
  - d) Rectifying data corruption problems caused by hardware failure or 3rd party software;
  - e) Configuration changes after installation/setup. This includes but is not limited to changes to:
    - (i) Stationary templates/layouts (PRX's);
    - (ii) Changes to letter/label templates;
    - (iii) Provision or alteration of custom screens;
    - (iv) Reconciliation and/or analysis of reports;

- (v) Reconciliation and/or analysis of UDA/UOA totals;
  - f) The successful restoration of backups;
  - g) Rectifying problems as a result of deficient or non current back-up;
  - h) On-site support;
  - i) Re-configuration, de-installation or re-installation of the Software as a result of the following:
    - (i) Modifications to the Customer's local area network;
    - (ii) Changes to the operating system or hardware platform;
    - (iii) Moving of premises;
    - (iv) Any malfunction in hardware;
  - j) Ongoing training of the Customer's staff other than initial training at the time of installation;
  - k) Providing enhancements to the Software pursuant to clause [6.2]. Enhancements are not considered defects and will go through SOE's product development processes to determine viability for new version or upgrade inclusion;
  - l) Performing any work outside of Support Hours; or
  - m) The resubmission of claims containing incorrect information. It is the responsibility of the Customer to ensure that all NHS contract information is entered correctly into the Software.
- 7.2 SOE may, at its sole discretion, agree to provide support for any of the items stated above in clause [7.1] but shall be entitled to charge the Customer for that support at SOE's standard rates and charges, plus travel and accommodation if applicable.
- 7.3 Where requests from the Customer indicate the need for tuition, tuition will be offered at a mutually agreed time and billed at the prevailing charge rate.

## **8. Digital Imaging Equipment**

- 8.1 All digital imaging equipment is sold with a return to manufacturer warranty.
- 8.2 In relation to any equipment that is defective under the manufacturer's warranty, SOE shall during the warranty period arrange for the return of the equipment to the manufacturer and shall use its reasonable endeavours to provide a loan of alternative equipment.

## **9. The Customer's Obligations**

- 9.1 The Customer shall make available personnel and provide information, facilities, services and equipment to SOE as and when necessary so that SOE can fulfil its obligations under this Agreement.
- 9.2 Specifically, the Customer shall:
  - a) Implement back-up and virus-checking systems in accordance with prudent industry practice and any directions that SOE issue;
  - b) Promptly notify SOE of any error message or problem with the Software.
- 9.3 The Customer shall provide SOE with an internet connection to the Customer's practice computers, so that SOE can remotely access the Customer's Software using SOE's Bomgar™ remote connection tool.

- 9.4 SOE may use the remote access referred to in clause [9.3] to assist with the installation of updates and upgrades, to check the performance of the Software and remedy any faults found, or to audit the Customer's use of the Software.
- 9.5 SOE does not accept any liability for damage to data, the Software or other systems as a result of remote access. The Customer agrees to implement security, backup and disaster recovery procedures to protect against damage as a result of remote access.

## **10. Term and Termination**

- 10.1 This Agreement is effective until terminated by either party with 30 days prior written notice.
- 10.2 If this Agreement is terminated all fees to the date of termination shall be payable.
- 10.3 SOE reserves the right to terminate this Agreement at any time without notice in the event of aggressive/abusive behavior towards any SOE staff member.
- 10.4 For the avoidance of doubt, once this Agreement has been terminated, the Customer shall not be entitled to:
  - 10.4.1 Receive any support from SOE or the Support Desk; or
  - 10.4.2 Receive any new releases of software free of charge.

## **11. Support Reinstatement**

- 11.1 If this Agreement is terminated or otherwise lapses, SOE may, at its sole discretion, reinstate the support services to the Customer on the same conditions set out in this Agreement provided that the further following conditions are met:
  - 11.1.1 An extra fee is paid by the Customer to SOE. The fee will be dependent on the number of software licences installed at the premises of the Customer; and
  - 11.1.2 The Customer shall pay for 12 months support charges in advance on the date of commencement of support.

## **12. Changes to this Agreement**

- 12.1 SOE reserves the right to make changes to this Agreement at any time and shall make the updated terms available to the Customer on the SOE website ([www.soeidental.com](http://www.soeidental.com)) as soon as reasonably practicable.
- 12.2 The current version of this Agreement can be obtained at any time from the SOE website.

## **13. Liability**

- 13.1 SOE shall not be liable for any claims of consequential loss or damage, even though it may arise through the provision of any services under this Agreement or using the Software or any hardware supplied under the Purchase Agreement.
- 13.2 The maximum aggregate liability of SOE shall be limited to the total Fee paid by the Customer under this Agreement in the year that the liability arises.

**14. Governing Law and Jurisdiction**

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the exclusive jurisdiction of the English courts.

Signed by..... )

For and on behalf of )

**SOFTWARE OF EXCELLENCE UK LTD** )

Signed by..... )

For and on behalf of )

..... )