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Summary of Terms of Business

This document is intended to provide a simplified summary of key terms of Cyres' terms of business. It is intended by way of general information only and does not form part of, or supersede, the terms described.

1 NON-EXCLUSIVE END-USER LICENCE TERMS

- 1.1 Full terms are contained in Cyres "Non-Exclusive End-User Licence Terms" which are available at **www.cyres.co.uk**
- 1.2 The licence is conditional on the Client entering into, and continuing in, a software maintenance agreement with Cyres.
- 1.3 Cyres grants the Client a licence to use the defined software for its business purposes at the specified location and on the specified computers.
- 1.4 The Client agrees:
 - 1.4.1 Not to sell or dispose of the software.
 - 1.4.2 To undertake recommended initial user training on the software.
 - 1.4.3 To pay the licence fee in accordance with the agreed payment terms.
- 1.5 Cyres agrees to deposit the source code in the software with a third party so that the Client would have access to it if Cyres ceased trading.

2 SOFTWARE MAINTENANCE TERMS

- 2.1 Full terms are contained in Cyres "Software Maintenance Terms" which are available at www.cyres.co.uk
- 2.2 The agreement is (normally) for an initial 12 month period and then rolls on automatically from year to year unless terminated by either party.
- 2.3 The Client's designated contact person can notify support issues to Cyres support staff during normal working days.
- 2.4 Cyres will respond within 4 hours and prioritise the issue depending on its nature and effect on the Client. Issues which prevent the Client from working take precedence over all other support activity.
- 2.5 If an issue cannot be resolved via telephone, email or remote access then Cyres will send a support technician to the Client's site.
- 2.6 The Client agrees to provide reasonable assistance to Cyres in order to enable it to provide the support service.
- 2.7 Cyres will also supply the Client with the latest version of the software as releases from time to time.
- 2.8 The agreement may be terminated by giving 3 months notice expiring on any anniversary of the commencement date.



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2.9 The Client agrees to pay Cyres' charges in accordance with the agreed payment terms.

3 TERMS OF SUPPLY – PROFESSIONAL SERVICES

- 3.1 Full terms are contained in Cyres "Terms of Supply Professional Services" which are available at **www.cyres.co.uk**
- 3.2 These terms cover a range of services which Cyres offers beyond software maintenance, software development and licensing. They would, for example, cover installation, training, data extraction and importing, and ad hoc support.
- 3.3 Details of the services to be provided would be as set out in the agreed proposal document.
- 3.4 Cyres agrees to provide its services using reasonable skill and care and in accordance with its published Code of Conduct.
- 3.5 The Client agrees to provide reasonable assistance to Cyres in order to enable it to provide the support service and to pay Cyres charges in accordance with the agreed terms.

4 APPLICATION DEVELOPMENT TERMS

- 4.1 Full terms are contained in Cyres "Application Development Terms" which are available at www.cyres.co.uk
- 4.2 The terms cover the development of bespoke software by Cyres.
- 4.3 The agreement is conditional on the Client entering into a software maintenance agreement in respect of the developed software.
- 4.4 Cyres agrees to develop the software to the agreed specification using reasonable skill and care and in accordance with accepted standards.
- 4.5 Both parties agree to an acceptance procedure which includes the identification and correction of any errors.
- 4.6 The Client agrees to pay for the work in accordance with the agreed payment terms.
- 4.7 The Client's use of the software beyond the initial development phase is governed by Cyres standard Non-Exclusive End-User Licence Terms (see above).

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