

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. cyrescinergy.co.uk](http://www.cyrescinergy.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. cyrescinergy.co.uk](http://www.cyrescinergy.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.



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.cyrescinergy.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.cyrescinergy.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).

