

Dynamics Consultants Limited

Support Agreement

May 2023

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Why Dynamics Consultants?

Dynamics Consultants are a team of Certified Professionals who are highly experienced with working with both large and small customers. The team has knowledge and experience in all areas of the products we sell and support. The focus has been to ensure that we have the very best people, with strong development skills and are specialists in what they do, you can be assured that we have the right person for the job.

We have a 'large enough to deliver, small enough to care' philosophy with customers in a variety of industry sectors from single user sites to 200+ user installations. We aim to ensure that customers are satisfied with our service and request regular feedback to ensure we are getting it right. We think that's why our customer retention is second to none and our customers provide such positive feedback.

What We Do (just some of the things!)

Not only do we provide a comprehensive support function, but we have a wealth of experience on implementations and taking over implementations.

We believe in empowering our customers and that's why we ensure that we provide blogs, newsletters and open days to give ideas and hot topics that could enhance your processes or assist with your system.

Customers have access to our Customer Portal, where amongst other things they can retrieve manuals and can check up on the progress of any support calls.

We support customer's more specific needs, adding more value and functionality to enhance and simplify established business processes and develop solutions to improve efficiency.

What We Won't Do

We don't excessively charge for development, if a job takes 30 minutes, we'll only charge for 30 minutes.

We won't make it difficult for you to talk to a consultant. Whilst our support desk is the best way to get support incidents tracked and resolved promptly, you can still contact consultants directly to answer any questions you may have. We believe in providing the best person for the job.

Development Upgrade Subscription

Whilst we do not generally charge support on modifications, unless where they represent whole new functional areas of a system, we do offer an Upgrade Subscription to cover the cost of changes required due to an upgrade. Without an Upgrade Subscription, any development or consultancy effort required for an upgrade will be chargeable. Further details are available upon request.

How we are Different

We are a Certified Partner, with experienced staff and satisfied customers. But what sets us apart from other companies with all these attributes?

- Partnership is our key focus, we aim to be a partner, not just a supplier.
- We are a lean and efficient organisation offering a personal, friendly service at a competitive rate.

- The business owners are very much hands-on. They are very customer focused and will happily discuss any issues and requirements directly.
- Strong SharePoint, Web and .NET skills mean we can cater for any integration requirements.
- A structured support system ensures effective communication and regular updates.
- We hold regular customer care meetings so you can give us feedback on our service, raise any issues and discuss priorities going forward.
- We will always act in your best interests.
- We will never try and sell you services/solutions that we don't think will be of benefit.
- One rate – all work is priced up by experienced consultants and developers based on the time it takes an experienced person to carry out the work.
- With problems involving integrations with other systems, we will own the problem and progress solutions with third parties as required.

Support Solution

The aim is to provide a firm foundation for the support of your system/solution. Dynamics Consultants Limited has agreed to supply a support & consultancy service for the current release of the supported products and where agreed, any updates provided. We will require an appropriate level of administrative access to your system/solution to perform support tasks.

Support

Once your system is under our support we will be available to ensure that your system runs smoothly and effectively. As appropriate, your business processes and objectives, implemented features and functions will be understood over a period of time and training requirements identified. The first line of support is our support portal or our telephone support team. We recommend that Key Users are identified within your company who build up a good working knowledge of the supported solutions. These key users will become the first point of reference for any local user issues and queries and act as a central contact point to our support team, making the transfer of information easier and smoother between both parties.

Likewise, key individuals from our support staff will be specially trained internally on any Customer specific operations, its system setup and any customisations that are in place. This will facilitate rapid response to specific queries.

Our Support Service entitles the customer to make use of the Dynamics Consultants Help via our dedicated support desk – See Appendix B –Contact Details. All support calls/enquiries will be logged, and a Call Number allocated.

An appropriate technical resource will be assigned to the resolution of the issue, based upon the criteria within Appendix A – Service Level Agreement.

Scope

What's Included?

This support agreement will allow the client to log calls/receive support pertaining to:

- All aspects of the system/solution as specified in the accompanying support contract / quote.

What's Not Included?

All other aspects are considered to be out of scope unless otherwise specified, including but not limited to:

- Hardware;
- Server Operating Systems;
- Hosting;
- Other installed applications and solutions;
- Customer Training;
- Consultancy / development;
- Upgrades
- Integrations to non-supported solutions.

Software Support Agreement

This agreement is made between: Dynamics Consultants Limited, 40 Locks Heath Centre, Centre Way, Locks Heath, Southampton, SO31 6DX hereinafter called 'the Partner' and the entity ordering the services, hereinafter called 'the Customer'. The effective start date of this Agreement shall be the initial start date of the related schedule for the supported products. The terms set out in this agreement are in addition to and should be read in conjunction with the terms of the [Standard Terms and Conditions](#). In the event of a conflict, the provisions of this agreement shall take precedence over the [Standard Terms and Conditions](#).

1. Upon the receipt of notification from the Customer that any part of the software specified in the Schedule (hereinafter called 'the software') contains a fault the Partner shall use its best endeavours during its UK Working Hours (9.00 to 5.00pm, Monday – Friday, excluding bank holidays) to correct such fault or to procure its licensors to correct such fault.
2. The Partner warrants and undertakes to the Customer to perform the Maintenance Services with reasonable care and skill in a timely and professional manner by appropriately skilled and qualified persons.
3. The Partner may at its own discretion introduce into the software such minor amendments, as it shall from time to time consider necessary. The Customer shall be responsible for using the amended version of the software upon receipt. The Partner shall not be under any obligation to maintain any version of the software other than the last amended version supplied to the Customer. The Partner may supply to the Customer such amendments to the Associated Documentation as may be necessary to reflect such minor amendments to the software.
4. The software maintenance services do not include service in respect of: -
 - a. Faults caused by hardware or software not supplied and maintained by the Partner;
 - b. Faults resulting from modifications of the said software by the Customer or any third party except where such modifications are approved the Partner (please see Appendix C – Customer Development Process);
 - c. Misuse of the said software or operator error;
 - d. Versions of the said software other than the last amended version supplied to the Customer by the Partner;
 - e. Support after the first 1 day per incident of any modifications made prior to the commencement of this agreement;
 - f. Errors caused by Data imported from external systems, unless via partner provided imports or integrations.
5. The copyright and other intellectual property rights of whatever nature in any corrected or amended versions of the software and the Associated Documentation are and shall remain the property of where relevant, the Partner and/or any appropriate 3rd party as agreed.
6. The software maintenance services do not include making any modifications if such modification would result in a departure from or addition to any specification made available to the Customer by the Partner or a departure from or addition to any of the functions that the software is designed to fulfil. Also, the Customer agrees that any and all changes, improvements, revisions or updates to the Software as a result of the services provided hereunder are and shall remain subject to the product manufacturer's license agreement.
7. The Partner shall during Working Hours provide the Customer with such advice and assistance by telephone and/or remote connection as shall be necessary for the diagnosis of any technical problems which the Customer may have in connection with the operation of the software specified in the Schedule.
8. The Partner shall make an additional charge, in accordance with its standard scale of charges for the time being in force, for service calls or visits:
 - a. Made at the request of the Customer by reason of any fault in the Software due to causes not covered by the Maintenance Services;
 - b. Made at the request of the Customer but which the Partner finds are not reasonable;
 - c. Onsite service is at the discretion of the Partner and is subject to resource availability, location and the type of problem reported in addition to the change request required.
9. During the continuance of the Agreement the Customer shall: -
 - a. Notify the Partner immediately if the Software needs maintenance or it is not operating correctly. The Customer should gather all relevant information prior to requesting assistance including detailed fault description, product version numbers, system type and hardware configuration,

- operating system version and procedures required to replicate a problem if possible. Any additional information which may help in the diagnosis of a fault should be included such as network configuration details;
- b. The Customer undertakes to provide the Partner with suitable access to the Customer's production and sandbox environments for the purposes of remote diagnostics;
 - c. Make available adequate working space and facilities as reasonably requested for the Partner's personnel and ensure full co-operation with such personnel in the diagnosis of any malfunction of the Software;
 - d. Upon reasonable notice make available all resources and provide full and safe access to the Software for the purpose of inspection and maintenance and with the use without charge of data communication facilities and other hardware facilities necessary in the judgement of the Partner to perform its obligations, including remote diagnosis;
 - e. Not make or allow to be made any addition, modification or adjustment to the Software without consultation and change control approval – see Appendix C – Customer Development Process. These changes must be made in a test environment and released to the live environment only when fully tested. The Customer will make a copy of the new system and issue same to the Partner;
 - f. Keep and operate the Software in a proper and prudent manner and in accordance with the Partner's operation instructions, ensure that only competent trained employees are allowed to operate the Software; and, where not SaaS, ensure that proper environment conditions are maintained, with adequate backups.
 - g. Be a bona fide licensed user of the Software covered under this Agreement and must have paid all current maintenance and license fees. It is the customer's responsibility that they have the appropriate licensing for all their systems.
10. Any obligation or liability of the Partner in respect of the Maintenance Services shall be suspended and unenforceable by the Customer whilst the Customer is in default of the terms of payment or any other of the Customer's obligations in respect of this Agreement or any other agreement with the Partner.
11. Duration and charges
- a. Maintenance Services shall commence on the start of this agreement, shall continue for the initial period up to the Customers renewal date or 1 calendar year as agreed and shall remain in force thereafter for continuation periods as paid for at the then current support pricing unless or until terminated by either party giving to the other at least 3 months' notice in writing of the initial period or any subsequent anniversary of that day.
12. In consideration of the Maintenance Services the Customer shall pay the following charges:
- a. The appropriate license renewal fee and a consideration in respect of support of modifications to the software as agreed in advance shall be payable upon acceptance of the agreement;
 - b. The appropriate license renewal fee and a consideration in respect of support of modifications to the software as agreed in advance shall be payable 14 days in advance of the start of each billing period;
 - c. The maintenance charge specified in 12.b above for each period after the Initial Period and before the start of each subsequent period thereafter;
 - d. Any mid-term incremental changes to the supported software will have support added to the end of the existing renewal period unless otherwise stated;
 - e. Any decreases in licenses must occur 15 days prior to the renewal date in order to reflect in the next renewal amount where permitted;
 - f. Renewal payment is due 2 weeks prior to the renewal date to prevent the license from lapsing. Please be advised that if the license lapses re-enrolment and lapsed fees may be incurred, in addition to the loss of a Protected List Price where applicable. This would result in the Protected List Price being recalculated based on the higher of the current Protected List Price and current pricing and in most cases, this would mean a price increase. Customers would then need to re-enrol in the Enhancement Plan and then renew the plan for 365 days going forward;
 - g. Any new or pre-existing multi-year agreements relating to charges payable to Microsoft and/or its partners and other vendors with whom agreements have been made for software or services covered by this agreement;
 - h. This agreement reflects the terms imposed by the software vendor and may be subject to change.

13. Support/maintenance for all ISV solutions created by the Partner entitles the Customer to all-in Support and the rights to use the latest version of the Add-on. If the contract lapses, a lapse fee (charged back to the renewal expiry date) and an admin fee (currently £75) is payable. Alternatively, the Add-on can be re-purchased.
14. A minimum charge of 30 minutes at our standard daily rate will apply per change request or single support incident (for pay-as-you-go support or for incidents not covered by this agreement as per 4 above).
15. Any consultancy services shall be billed at the prevailing rate and reasonable expenses incurred in the delivery of such consulting shall be invoiced and payable.
16. The Partner does not warrant that the Maintenance Services or other services provided hereunder will cause the Software to operate without interruption or error but will make all reasonable endeavours to ensure that it does.
17. The Partner will be entitled to charge the Customer additional charges, at the prevailing rate, for time which in the reasonable opinion of the Partner it spends in relation to or on account of any of the following:
 - a) unauthorised use of the Software or use otherwise than in accordance with this Agreement;
 - b) inadequate back-up procedures;
 - c) providing the Maintenance Services outside the Working Hours (If not included in the support contract);
 - d) providing any other services not covered herein;
 - e) providing services to the Customer in circumstances where any reasonably skilled and competent system administrator would have judged the Customer's request to have been unnecessary;
 - f) training in use of Upgrades; and
 - g) providing the Maintenance Services to the Customer where such support would in the Partner's reasonable opinion have been unnecessary if the Customer had implemented Update(s) and Upgrade(s) supplied or offered to the Customer pursuant to the call for technical support.

Any such charges are to be agreed with the Customer in advance, or as soon as reasonably practicable, and will be provided with a reasonable justification.

18. The performance of the Maintenance Services will not in any ways constitute an infringement or other violation of any Intellectual Property Right of any third party.
19. The Customer hereby warrants that it has not been induced to enter into this Agreement by any prior representations.
20. Failure of either party to insist in any instance upon strict performance by the other party of any provision of this Agreement shall not be construed or deemed to be a permanent waiver of such provision or any other provisions of this Agreement. Nothing in this Support Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. These terms and conditions, together with the accompanying support certificate(s) and any Service Level Description(s), constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all prior oral or written communications, Agreements and understandings which may have occurred and any promise or condition, written or oral, not incorporated herein shall not be binding on either party. This Agreement shall be deemed to have been entered into and shall be interpreted in accordance with the laws of England.
21. It is important that you read the terms of this Support Agreement carefully before continuing with any program install. Acknowledgment and acceptance of this agreement is made by you by installing, having installed, or using the software or service. If you do not agree or accept the agreement, do not install, have installed or use the software or service.

Appendix A – Service Level Agreement

Dynamics Consultants Ltd will provide helpdesk support to the Customer as detailed below for the Maintained Software, during normal working hours. Support can be obtained by contacting Dynamics Consultants Ltd via support portal, telephone hotline, by e-mail or by any other method as agreed.

As soon as reasonably practicable following receipt of a request for helpdesk support from the Customer, Dynamics Consultants Ltd shall log the request and categorise as set out below.

"Level 1" System Down / Critical – An error which prevents the software from being run and/or cripples the software or causes substantial damage to Customer data or has a significant impact on the commercial operation of a Customer. An error within the software which causes severe performance degradation, causing a halt to the operation of important tasks, or placing the operation of such tasks at risk; i.e., failure of a major feature; severely degrades a user application where no alternative exists; causes a delay in a time critical implementation of the software; or causes damage to the Customer's data.

"Level 2" Standard - Any defect or failure of the current release of the software to perform in accordance with and provide facilities, functions and capacity set out in the operating manuals/specifications. Such failure would include any defect which causes no functional disruption to the operation of the software but affects the presentation or layout of menu(s)/screen(s)/report(s).

"Level 3" Low – Any defect where a work around can easily be implemented without severe disruption or a defect that does not adversely affect day to day running.

"Level 4" Question – Any question requiring a simple explanation of some standard functionality which is not vital to day-to-day operations.

The following target Response and Resolution times shall apply to the different fault priorities:

Level	Response	Interim Resolution	Permanent Resolution
1 - System Down/Critical	1 Working Hour	1 Working Day	1 Month
2 - Standard	4 Working Hours	5 Working Days	1.5 months
3 - Low	8 Working Hours	10 Working Days	2 months
4 - Question	24 Working Hours	N/A	N/A

The above terms have the following meanings:

"Response" A contact from Dynamics Consultants support staff confirming recognition of the reporting of the issue, if practical the results of an initial investigation into the error, and where possible, proposing a solution for an Interim and/or Permanent Resolution and a timetable for achieving that solution;

"Interim Resolution" An acceptable temporary work around the issue that allows the users to operate the system without substantial degradation in performance. A temporary work around will only be applied where appropriate. In some instances, a temporary work around may not be available, in those instances Dynamics Consultants Ltd will immediately work towards a permanent resolution in lieu of an Interim Resolution;

"Permanent Resolution" A permanent resolution of the issue which restores the system to full performance and functionality in accordance with the specification of the software.

Dynamics Consultants Ltd shall use reasonable endeavors to comply with the timescales given above, however all timescales are non-binding targets only.

Where an Interim Resolution cannot be reached within the target time above, the Customer and the Dynamics Consultants Ltd Project Manager (or nominated representative) will agree how to proceed in order to deal with the problem in question. The Interim Resolution times exclude any time where Dynamics Consultants Ltd is waiting on the Customer to provide information, access or complete a task.

If Dynamics Consultants Ltd is prevented from or delayed in performing its obligations under this Agreement by reason of any act or omission of the Customer, Dynamics Consultants Ltd will not be liable to the Customer for the consequences of such prevention or delay.

Excluded Support Services

The Support Services provided to the Customer shall not include the following:

- The diagnosis and rectification of any fault resulting from:
 - The improper use, operation or neglect of the software;
 - Merger (in whole or in part) between the software and any other software implemented without prior discussion and approval by Dynamics Consultants Ltd;
 - The use of the software on equipment other than that which meets the appropriate minimum requirements;
 - The failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by Dynamics Consultants Ltd unless such recommendations have been advised by the customer to have a more serious effect on other systems;
 - Any repair, adjustment, alteration or modification of the software by any person other than Dynamics Consultants Ltd without Dynamics Consultants Ltd consent;
 - The use of the software for a purpose for which it was not designed.
- Dynamics Consultants Ltd will inform the Customer of any Customer relevant upgrade/new versions of the software in an e-mail, letter or newsletter; Enhancement or Subscription fees paid on the software will entitle (where appropriate) the Customer to the latest release of the licensed software, however, any resource requirements necessary to perform any upgrade are not included within this agreement.
- Updating of the user guide and any other documentation.
- Diagnosis or rectification of problems not associated with the software.
- Rectification of lost or corrupted data arising from any action of the Customer or 3rd Party unless advised by Dynamics Consultants Ltd.
- Support of network infrastructure (unless specifically stated otherwise in this Agreement).
- Printer Set-Up.
- Support of databases (unless specifically stated otherwise in this Agreement); and
- Dynamics Consultants Ltd shall not be obliged to provide support services where the Customer cannot replicate a fault.

Whilst Dynamics Consultants Ltd is not obliged to diagnose or rectify faults in the above circumstances, it will, if possible, assist the Customer with rectifying such faults at rates to be agreed between the parties.

Out of Hours (OOH) Support

Dynamics Consultants Ltd can provide pre-arranged Out of Hours (OOH) support on the following basis:

Support Level	UOM	Unit Price	Minimum Charge
Administration Fee			
Weekday OOH	Per Night	£150	£150
Weekend OOH	Per Day	£200	£200
Bank Holiday Weekends	Per Day	£250	£250
Call Out Charges			
Weekday	Per Hour	1.50 x Hourly Rate	1 hour
Weekend	Per Hour	1.75 x Hourly Rate	1 hour
Bank Holiday Weekends	Per Hour	2.00 x Hourly Rate	1 hour

A more permanent OOH support service can be arranged by request, please contact us for further information.

Appendix B –Contact Details

Support Contact Details:

Telephone	+44 (0)23 8017 0788
Email	support@d-c.co.uk
Customer Portal	https://customer.dynamics-consultants.co.uk

Accounts Contact Details:

Telephone	+44 (0)23 8098 2283
Email	admin@d-c.co.uk

Dynamics Consultants Limited Details:

VAT Registration No.: GB 926 0609 30

Bank Account Details:

Nat West Bank PLC

Sortcode - 52-41-00

Bank Account Number – 40183653

Appendix C – Customer Development Process

At Dynamics Consultants, we understand that customers may want to do their own development to some degree or another. If this is the case, we ask that you follow a few guidelines as laid out below.

Before you Start

All development should be done in your Test Database, not directly in your Live Database. This allows you to test what you have done before it affects any users.

Ensure that you have appropriate back-ups in place and that you make a backup of any development objects you are changing prior to starting.

If new objects are required, then please check with Dynamics Consultants to ensure that those objects are assigned for customer development and that they will not clash with any developments being carried out by ourselves.

Ensure all changes are properly version controlled and a log of changes is kept, Changes in code should be marked with a version number as well as any objects used. This version number should be separate to and in addition to any non-customer versioning on the objects.

If the development is likely to clash with other developments in your system, then please ask our technical team for guidance, it is a lot less time-consuming avoiding issues than later correcting them.

All developments must be properly tested in a test environment before being deployed to live and with a representative set of user permissions and program license.

Please ensure that any developments are sent to Dynamics Consultants support team so they can be added to our repository in case they are required as dependencies for future developments.

NOTE: Support on user modifications is not covered by the support agreement unless the user modifications are validated by a Dynamics Consultants Ltd Developer. Any support issues occurring as a result of user modifications and development validation will be charged at our standard hourly rate. Any conflicts between user development and Dynamics Consultants Ltd development will need to be rectified by the user or by Dynamics Consultants Ltd charged at our standard hourly rate.

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