

# PART VI

## DATA ANALYSIS, DIAGNOSTIC SERVICES, UPGRADES AND REPAIRS

This part of the Agreement is concerned with the additional terms which apply to the conduct of analysis, diagnostic, upgrade and repair services requested of the Provider. All standard terms in Parts I-V, VII and VIII continue to apply and these terms relate to the special considerations applying to advice or actions upon the structure, integrity or repair of Client data by the Provider:

### 1. Types of Work and Circumstances

Notwithstanding the general condition that responsibility for the design, classification structures, and for the technical and accounting integrity of data remains absolutely with the Client, the Provider will seek to accommodate requests to perform work upon Client data in relation to the following matters:

1.1 Planned design or changes to coding structures which may be desirable arising from changes in modules used, business organisation or process, operating and reporting needs.

1.2 Technical issues concerned with the operation, system performance, obsolete data or general housekeeping requiring creation of new data sets and files involving export/import from existing files or other systems.

1.3 Implementation of new versions of software arising from upgrades, problem fixes, technology or database platform changes.

1.4 Investigation and correction of apparent anomalies, corruptions or posting

errors to systems for whatsoever cause including hardware and network failures or capacity overflows, user entry errors, and application software errors and imports or updates of data to the system from external programs.

### 2. Terms for Acceptance of Work

2.1 The Provider shall not be obliged to accede to requests from the Client to conduct work under any of the categories in clause 1 to any prescribed timescale, cost parameters, or at all.

2.2 If the Provider declines to accept a particular request from the Client, a written statement of the reasons and judgements used in reaching the decision will be supplied on request. In the event that the Client is not satisfied with reasons given, the request may be raised with the Third Party Software Licensor concerned; the Provider will co-operate fully with actions agreed to be taken by the Licensor and continue to provide Standard Support Services.

2.3 When the Provider agrees to conduct advisory, analytical or corrective actions upon the Client's data, a provisional non-binding estimate of the time and the estimated range of costs to perform the work will be provided verbally on urgent matters and in writing where the estimated costs of the work exceed £500 per instance or the possible consequences of the problems or changes are deemed to be major.

2.4 Where the reason for the work is to investigate or rectify a problem in the data,

work will be accepted by the Provider only if accompanied by the Provider's Symptoms, Faults and Requirements Report form fully completed together with a copy of the accounts data set/files concerned.

2.5 The Client accepts when requesting work by the Provider to find or fix problems that no guarantee can be given of achieving a desired result and that in some cases no fix may be possible at all with the standard tools provided by the Licensor. Fixes to data may not be permanent and future damage may occur when the underlying causes remain undiscovered.

### **3. Conduct of Work and Charges**

3.1 The Client declares and agrees that at the point the Provider submits work, full payment is due and payable to the Provider for work done. The Provider agrees to exercise reasonable care and skill in conducting the work and to deploy only the resources it judges useful in attempting to complete tasks successfully.

3.2 When work is scheduled to be done at the Site, the rates which will apply are those defined in Part I Schedule A paragraph 2 for technical specialist on-site work unless otherwise agreed expressly with the Client in writing. For such on-site work it shall be the Client's responsibility to ensure that secure back-ups of the data are taken in advance of the visit, and that a 'non-live' copy of the data is available for initial analysis.

3.3 At any time upon the reasonable request of the Provider, the Client shall suspend entry or processing of data and make a back-up of its data and shall, if it is reasonably necessary to maintain the integrity of the Client's data, enter or re-enter data and use backed-up versions of data. The Client shall ensure at all times that [the Client's Environment] and all communications connections required for on-line access by the Provider [, for the reception of data from the Provider and for

the transmission of data to the Client] is working and available for use.

3.4 Work scheduled to be done at the Provider's premises will be performed using the off-site scale charges set out in Part I Schedule A paragraph 2 and time records of activities undertaken will be made available for Client inspection on request.

3.5 Where work in accordance with Clauses 3.2 or 3.4 is scheduled to be done out of normal working window times referred to in Part 1 Schedule A, paragraph 2.2.9, particular attention is drawn to the provisions of Part 1 Schedule A paragraph 2 regarding factoring of unit rates.

3.6 Where progress of work is such that it appears likely that more time or resources will be required than initially estimated, the Provider will continue work up to a maximum limit previously agreed if one exists, or contact when possible the Client to confirm that work should continue.

### **4. Billing and Payment**

4.1 Work will usually be billed with a non-returnable deposit payable in advance equal to fifty per cent of the estimated total cost of the work, with the balance being billed on completion if the total duration of the tasks does not exceed two weeks. Longer exercises will be billed on the normal basis for Professional Services ad hoc work defined in Part 1 Schedule A.

4.2 Although the Provider may at its absolute discretion decide to vary or reduce normal fees for work done, such discretion is never exercised where in the opinion of the Provider the contributory causes to problems include user procedure, operator error, back ups and restores policy and practice, hardware and network capacity or reliability issue.