

Support Contract

Valid from 01/01/2021 to 31/12/2021

Company Name: Intesa Sanpaolo S.p.a.
Invoice Address: 90 Queen Street
London
EC4N 1SA

Contract queries: 0330 726 0066
maintenance@mitrefinch.co.uk
Helpdesk:
support@mitrefinch.co.uk

SUPPORT LEVEL *(Please make your selection using the dropdown list below)*

Enhanced Level	=£5888.90	+VAT	8:00am to 8:00pm
Premium Level	=£4684.36	+VAT	8:00am to 6:00pm

Select a support level: Premium ()

PRODUCT DETAILS

☒ TMS	☐ Access Control	☐ Auto ID
☐ Payroll	☐ Fire Evacuation	☒ Personnel

This contract covers the products above, along with the equipment detailed on page 2, for the period from 1 January 2021 until 31 December 2021. This contract conforms to the Mitrefinch Support Terms and Conditions as provided and must be signed by a responsible member of the company (e.g. Director, Partner, Proprietor, Manager). Any additional equipment invoiced between 30 September 2020 and 31 December 2021 will be charged separately.

Please see page two if you require Engineer Site Inductions to be conducted prior to our engineers attending site.

Signed on behalf of Mitrefinch:-



James Hodgson, Finance Director

Please complete the details below before signing the contract:

Name (Mr/Mrs/Miss/Ms)		
Telephone No		
Email address		
Position	Nico Graziadei Head of Information Technology	
Date of signature	HEAD OF ACCOUNTING AND OPERATIONS 11-02-2021	
Purchase order no.		

I confirm that I have read, and agree to, the Mitrefinch Support Terms and Conditions that accompanied this contract

Signature:

Email: john.curl@intesasnpaolo.com

Site Details

SITE DETAILS

This contract includes the following site codes

Company Code: 6486

Site: Intesa Sanpaolo

Full details of our Support Guide and Terms and Conditions can be found [here](#):

<https://desk.zoho.com/portal/mitrefinch/kb/articles/new-support-and-maintenance-2020>

ENGINEER SITE INDUCTIONS

If you require our call out engineers to undergo a site induction prior to performing any work on site please complete the following information (an addition charge will apply, please see Terms and Conditions)

Induction Required	Select...
Frequency (eg annually)	
Time required for induction	
What sites are covered	Select...

Support Contract

mitrefinch 

an  advanced company

Valid from 01/01/2021 to 31/12/2021

Contract queries: 0330 726 0066

maintenance@mitrefinch.co.uk

Helpdesk: 0330 726 0090

support@mitrefinch.co.uk

Company Name: Intesa Sanpaolo

Company Code: 6486

This contract covers the equipment itemised below, along with the software detailed on page 1, for the period from 1 January 2021 until 31 December 2021. This contract conforms to the Mitrefinch Terms and Conditions as provided and must be signed by a responsible member of the company (for example Director, Partner, Proprietor, Manager) on Page 1 of this contract. Any additional equipment invoiced between 30 September 2020 and 31 December 2021 will be charged separately.

Existing Equipment

Additional Equipment Added Between 30 September 2019 and 30 September 2020

Mitrefinch Ltd, Mitrefinch House, Green Lane Trading Estate, Clifton, York. YO30 5YY. Tel – 0330 726 0066.

Email - maintenance@mitrefinch.co.uk. For the Helpdesk email – support@mitrefinch.co.uk

Company registration number: 01326934

Support terms and conditions

DEFINITIONS

"Agreement" means these Terms and Conditions, the Order Form and any documents incorporated by reference into these Terms and Conditions and/or the Order Form;

"Change of Control" means the beneficial ownership of more than fifty per cent (50%) of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and "controls", "controlled" and the expression "change of control" will be construed accordingly;

"Excluded Losses" means: (a) loss of profits; (b) loss of revenue; (c) loss of use; (d) loss of goodwill; (e) loss of data; (f) loss due to interruption of business; or (g) loss of anticipated savings;

"Initial Support Term" means the initial term of the Support Services as set out in the Order Form;

"Insolvency Event" means the occurrence of any of the following events in respect of the relevant entity (or any event analogous to any of the following in any jurisdiction): (a) the entity passing a resolution for your winding up, or having a winding-up petition presented against the entity, or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity otherwise being otherwise dissolved (other than for the purpose of a bona fide reconstruction or amalgamation); (b) the appointment of an administrator of, or the making of an administration order (or the giving of notice of intention to appoint an administrator) in relation to, the entity, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue; (c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with the entity's creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from the entity's creditors; or (d) the entity being unable to pay your debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

"Order Form" means your form of order for the Support Services;

"Support Services" means the support services provided by Mitrefinch to you as more particularly described in Mitrefinch's Support Policy; "Support Policy" means Mitrefinch's software and hardware support policy as made available at www.mitrefinch.co.uk or such other website address as may be notified to you from time to time;

"Support Fees" means the support fees set out in the Order Form for Enhanced/Premium Support (unless the context otherwise requires) or as otherwise set out at www.mitrefinch.co.uk or such other website address as may be notified to you from time to time;

"Support Services" means the Premium/Enhanced Support Services (as the context requires);

"Support Term" means the Initial Support Term together with any subsequent Renewal Periods;

Work-Around" means a change in operating procedures or a solution, in order to avoid or mitigate in so far as is reasonably practicable the effects of an incident with the aim of minimising inconvenience to you; and

"your System" means the combination of hardware, software, computer and telecoms devices and equipment used by you for the receipt of the Support Services (as the context requires)

"Updates" means software updates provided specifically to address (i) legislative requirements such as tax year end updates; and/or (ii) bug fixes

"Upgrades" means an item produced to extend, alter or improve the software by providing with new or additional functionality not previously included

"New Version" means a new version of the software designed to extend, alter or improve the software by providing significant additional functionality or major performance enhancement not previously included, such as a number of new features or the incorporation of new technologies.

HARDWARE

1. Maintenance by any party other than Mitrefinch or an agent appointed by Mitrefinch and carried out without the specific instruction of Mitrefinch is not permitted and will invalidate the support contract. Any corrections required following this invalidation will be charged at the standard daily rate as well as any replacement parts.
2. Mitrefinch will charge separately for repairs or call-outs required at any point due to the moving of hardware equipment by any party other than Mitrefinch or an agent appointed by Mitrefinch. Replacement parts will be charged for as well as the standard hardware call-out rate.
3. Mitrefinch reserves the right to exclude obsolete hardware from the renewal of support contracts by giving a minimum of six months prior notice.
4. Mitrefinch maintains Auto-ID printers for 3 years from the delivery date, during which Mitrefinch will recover faulty printers and return via courier once repaired.
5. Cabling, including relocation of cabling, whether installed by Mitrefinch or a third-party supplier is not covered under this support contract.
6. Mitrefinch's support contract does not cover the replacement of the glass in break-glass units. These can be purchased for £5, including postage, for a pack of 5 units.
7. Access Control will only be supported if ALL the locks, regardless of the supplier, are specifically included in the support contract. Mitrefinch is not responsible for any faults with locks as a result of movement in the door, door frame or door furniture. Mitrefinch reserves the right not to have to replace existing locks with the same type of lock when repairing the lock.
8. If hardware is required to be installed above a certain height, the supply of either powered access equipment or a suitable work platform will be organised and paid for by the customer. The customer will also be responsible for any civil works required.

SOFTWARE

9. The software support does not cover:
 - i. Recovery of data or programs where the system is hosted by the customer. The customer should ensure that adequate copies of all software and data are taken to enable recovery of their system without the aid of Mitrefinch, in the event of a fault.
 - ii. Training of personnel. All staff using the software products should be trained in their use. Where necessary, Mitrefinch may advise that additional training is required. Mitrefinch can provide this at the standard software daily rate.
 - iii. Modifications or changes to the computer operating system supporting Mitrefinch software. All persons requesting telephone support should have sufficient knowledge of the computer operating system to enable Mitrefinch to discuss matters with them to support the software.
 - iv. Support of the server, database or network that the product resides on where the system is hosted by the customer.
 - v. Links to third party systems e.g. the World Wide Web, email products, Microsoft products etc.
 - vi. Assistance on payroll legislation. Assistance is limited to the Mitrefinch payroll software only, it is the customer's responsibility to ensure that they comply with legislation and balance their payrolls etc.
10. Mitrefinch reserves the right to exclude obsolete software from the renewal of support contracts by giving a minimum of six months prior notice.
11. Mitrefinch will, in consideration of support fees, provide you with Updates.
12. Mitrefinch reserves the right to charge for Upgrades and New Versions.

GENERAL

13. The Support Services will commence on the date specified in the Order Form and will continue for the Initial Support Term and, thereafter, will automatically renew for successive periods of twelve (12) months (each a "Renewal Period"), unless and until terminated in accordance with Condition 33, 34 or 35.

REMOTE ACCESS

14. Mitrefinch may from time to time provide the Support Services or respond to a call, incident, issue or ticket by remote access and/or remote diagnosis (where Mitrefinch deem it appropriate). you will provide all necessary dedicated direct dial telephone, VPN access, access to your System, and other communication facilities, as Mitrefinch may require to enable such remote access and/or remote diagnosis.

PHYSICAL ACCESS

15. Mitrefinch may from time to time provide the Support Services or respond to a call, incident, issue or ticket by Mitrefinch or Mitrefinch's personnel physically accessing your Systems or your premises. you will provide all necessary access to your facilities and your System and other communication facilities as Mitrefinch may require to enable such physical access.

PREMIUM SUPPORT

16. Mitrefinch will, in consideration of the Premium Support Fees, provide you with Mitrefinch's Premium Support Services. The Premium Support Services will conform in all material respects with Mitrefinch's Premium Support Services Policy in effect at the time that the Support Services are provided.
17. Mitrefinch may amend the Premium Support Services Policy in Mitrefinch's sole and absolute discretion from time to time.

ENHANCED SUPPORT

18. Mitrefinch will, in consideration of the Enhanced Support Fees, provide you with Mitrefinch's Enhanced Support Services. The Enhanced Support Services will conform in all material respects with Mitrefinch's Enhanced Support Services Policy in effect at the time that the Support Services are provided.
19. Mitrefinch may amend the Enhanced Support Services Policy in Mitrefinch's sole and absolute discretion from time to time.

UPGRADING SUPPORT

20. you may from time to time upgrade to additional Support Services. If you wish to upgrade to additional Support Services, you will notify Mitrefinch in writing ("Support Upgrade Request"). Each Support Upgrade Request will identify the quantity of Support Services to be provided by Mitrefinch and the authorised users to which the Support Services relate.
21. Mitrefinch will evaluate the Support Upgrade Request and provide you with Mitrefinch's approval or rejection as soon as reasonably practicable.
22. If Mitrefinch approve the Support Upgrade Request (in whole or in part), Mitrefinch will provide the relevant Support Services on and subject to the terms of the Agreement as soon as reasonably practicable following Mitrefinch's approval of your request and you will pay to Mitrefinch the applicable Support Fees for such

Support Services in accordance with the applicable Payment Terms.

REINSTATEMENT CHARGE

23. If the support services lapse due to a cancellation or non-renewal then any subsequent request for support will not be undertaken until annual Support Fees pertaining to the level of support in the previous support term and a reinstatement fee of £2000 or 10% of your overall support service charge (whichever is larger) is received by Mitrefinch.

ENGINEER CALL-OUT

24. The following will constitute a charge at prevailing rates for engineer call-outs and associated hardware:

- i. Call-outs caused by deliberate or criminal acts
- ii. Call-outs due to wear or ageing
- iii. Call-outs due to accidental damage
- iv. Failure to provide physical access to the site

REMOVING SUPPORT

25. you are not entitled at any time during the Support Term to reduce Enhanced Support Services to Premium Support Services or otherwise remove or cancel Premium or Enhanced Support Services.

YOUR REMEDIES

26. If the Support Services do not comply with Condition 16 or Condition 18 or Condition 20 (as the context requires), Mitrefinch will at Mitrefinch's discretion and expense use reasonable endeavours to correct any such non-compliance promptly or provide you with a Work-Around.

27. The remedies in Condition 28 constitutes your sole and exclusive remedy for any breach of Conditions 16, 18 or 20.

LIABILITY

28. Nothing in the Agreement will exclude or limit either party's liability:

- i. for death or personal injury caused by its (or its agent's or sub-contractor's) negligence or for fraud or fraudulent misrepresentation;
- ii. for any fraudulent or dishonest act or omission by either party or any member of that party's group or its officers, employees, agents or sub-contractors; or
- iii. that cannot, as a matter of law, be limited or excluded

29. Subject to Condition 18 and Condition 20:

i. Mitrefinch will not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

a. any Excluded Losses, in each case whether direct or indirect (and regardless of whether Mitrefinch have been advised of the possibility of such losses or damages); or

b. any indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and

ii. Mitrefinch's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Support Services will be limited to the greater of:

a. ten thousand pounds sterling (£10,000); and

b. one hundred and twenty five per cent (125%) of the total Support Fees paid during the twelve (12) months immediately preceding the date on which the claim arose.

30. Except as expressly and specifically provided in the Agreement:

i. you assume sole responsibility for results obtained from the use of the Support Services by you, and for conclusions drawn from such use. Mitrefinch will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Mitrefinch by you in connection with the Support Services, or any actions taken by Mitrefinch at your direction;

ii. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and

iii. the Support Services are provided to you on an "as is" basis.

TERMINATION

31. you and Mitrefinch may terminate the Support Services on providing not less sixty (60) days' prior written notice before the end of the Initial Support Term or any Renewal Period, in which case the Agreement will terminate upon the expiry of the applicable Initial Support Term or Renewal Period.

32. Without affecting any other right or remedy available to you or Mitrefinch, you or Mitrefinch may terminate the Agreement with immediate effect by giving written notice to the other if:

i. the other party commits a material breach of any term of the Agreement which is incapable of remedy;

ii. the other party commits a material breach of any term of the Agreement which is capable of remedy and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or

iii. the other party suffers an Insolvency Event.

33. Without affecting any other right or remedy available to Mitrefinch, Mitrefinch may terminate the Agreement with immediate effect by giving written notice to you if:

i. you fail to pay any amount due under the Agreement on the due date for payment and such amount remains in default not less than thirty (30) days after being notified by Mitrefinch in writing to make such payment; or

ii. there is a change of Control of you.

GOVERNING LAW AND JURISDICTION

34. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

35. Each of the parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute