

# EasyPay Enhanced Subscription Service Agreement V1.15

## What this agreement is about

This agreement describes how we will supply support for the EasyPay software. This agreement, together with any relevant documents we have provided with this agreement, covers the EasyPay Enhanced Subscription Service to provide support for the EasyPay Software, but only applies to the level of support which you have subscribed to. Certain components of this service may be subject to additional terms and conditions.

## 1. Summary of this agreement

If you accept this agreement and pay the appropriate subscription fees (as applicable), we will provide you with the support services as described in this agreement and any relevant documents, such as our invoice, our relevant marketing materials from time to time and the relevant pages on our website.

- Paragraph 4 describes the types of support we will give to you and how you can renew your annual subscription.
- Paragraph 5 sets out how you or we may end this agreement.
- Paragraph 6 describes how our responsibility to you is limited in certain circumstances.

If there is any difference between this summary and a term in this agreement, the term will apply.

## 2. How you indicate that you accept this agreement, and when the agreement starts

a. You accept every term of this agreement if:

- you ask us to supply EasyPay Enhanced Subscription and we issue our invoice for the service to you; or
- you renew your EasyPay Enhanced Subscription in accordance with this agreement.

This agreement starts from the date you accept this agreement in any of these ways.

b. If you are not satisfied with the service we supply to you or have any other problem with it.

Please email our customer care team on [cs@rockit.gi](mailto:cs@rockit.gi) or call +350 200 74121

## 3. Who this agreement is between and what certain words mean

This agreement is between:

- us, Rock IT Limited (company registration number 95506, registered office: 279 Main Street, Gibraltar, GX1 1AA); and
- you, the person or organisation subscribing to the service, authorised to use the software and receive the support.

By entering into this agreement, you and we agree to be bound by it and any relevant documents and to keep to their terms, and we agree to provide the support to you as described in this agreement and those relevant documents.

#### 4. Our commitment to you

a. For the period covered by the subscription, we will supply the support services to you as described in this agreement and any relevant documents or other sources of information (such as information published on our website) we may produce from time to time setting out details of those items included within your support subscription.

When you contact us by telephone we will use our caller recognition technology to deal with your call in the most effective way. Please ensure you do not withhold your telephone number if you would like us to prioritise your call in this way. We also use call recording software and may record your call for security and training purposes and for other purposes which help us to provide high quality service, including keeping a record of the support provided to you.

b. On each anniversary of the start of this agreement, you can renew your subscription for a further period of one year. Before the end of your current support subscription period, we will send you our invoice setting out the applicable renewal fees.

Unless you tell us that you do not wish to renew your support subscription before the end of your current subscription period we will renew your support subscription for a further period of one year and you must pay the renewal fees to us in full as set out in our invoice. If you fail to tell us before your renewal date that you do not wish to renew your support subscription or if you use any part of the support services after the renewal date you agree that we will be entitled to assume that you are happy with our invoice and that you agree to the renewal of your annual support subscription.

In the event that you decide to subscribe to our support services mid-year then the subscription amount due will be calculated and invoiced pro-rata from the date of subscription.

c. We guarantee that we will use our reasonable skill and care to provide the support and any other service for which you have paid our fees or which you are entitled to under this agreement, but you understand that we cannot guarantee that the provision by us of the support services will be constant and without interruption.

#### d. Support Services

We will provide support for the EasyPay software by telephone, email, remote online support, webchat and only if expressly required by you on site, depending on your requirements.

We will deal with all support requests via the Rock IT Support Helpdesk. The email and telephone numbers for the help desk can be found on our website.

We will provide support during business hours 9 am to 5 pm CET, from Monday to Friday inclusive during the subscription period, except Public and Bank Holidays as confirmed by the Government of Gibraltar.

We will provide priority for your support requests over other customers' requests from customers who are not contracted to us or subscribers to the EasyPay Enhanced Subscription.

We will agree a priority with you for any support request raised of Low, Medium or High. Typically, a High Priority request will be defined as a system issue preventing the processing of payroll for most employees, and no alternative commercially viable workaround exists. A medium priority request would be a significant problem impacting payroll operations, where a viable workaround does exist. A low priority request would be a problem which does not significantly impact overall payroll operations so there is no immediate need for a solution.

The number of support or development hours per month that are included within the provisions of this Agreement will depend on which subscription level has been invoiced which will have been selected by you upon subscription of the service (price details which can be found on the relevant page of our website) Level 1 includes up to 1 hour of support per month. Level 2 includes up to 2 hours of support or development per month. Level 3 includes up to 5 hours of support or development per month.

For High priority support requests, we agree to respond within 24 hours. (If you subscribe to a Level 3 agreement, we will respond to High Priority requests within 12 hours.) For Medium priority support requests, we agree to respond

within 48 hours. For Low support requests, we agree to respond within 72 Hours. We shall use all commercially reasonable efforts to resolve all support issues/errors as soon as possible and within 72 hours in the case of any high priority/critical issues, 5 days for medium issues and 7 days for low support issues.

We will keep you informed of EasyPay updates and ensure that your systems are updated. We will provide all assistance required to update your systems for new updates as part of this agreement. We also agree to assist you with any installation issues that you may encounter. The cost of time assisting with installation or update issues is included within this Agreement.

We agree to keep a spare backup computer available, for temporary deployment within 24 hours. This is to cover the event that there is a system failure preventing your normal payroll operations at your offices within Gibraltar. This computer is a temporary emergency replacement allowing for payroll operations to be carried out for up to 7 days, while any system failure is addressed.

We will log all support requests in a central help desk system. Each issue will be assigned a ticket number and will be logged. We will provide access to our help desk system for you to record and track the progress of your support tickets within our system.

#### e. Additional support benefits

For customers subscribing to Level 2 or Level 3 of the Enhanced Subscription service, we shall also offer the following additional benefits:

- We shall name one employee to act as the Rock IT Support Contact between us and you. This person will be responsible for ensuring your support requests are followed up. A direct telephone number and email address will be provided for this contact. We will provide prior written notification to you should this contact's details change during the subscription period.
- We will, on a best endeavour's basis, respond to after-hours support calls made to our after-hours support number. Note: This Agreement does not include any guarantee of after-hours support services, but we guarantee that we will respond the next working day in respect of any urgent calls received after hours and which we do not respond to at the time of receipt.
- We will provide a 10% discount on our regular advertised support and development rates to you.

#### f. Software support

We will provide software support covering problems that you may have using the software which may be given by way of telephone, email, web chat, fax, post, remote assistance and self-help online support. Unless we agree otherwise, we will not give you software support or other assistance for any other hardware or third-party software.

To enable us to provide a more efficient service to you, you agree to tell us about any defect in the software within five days of you first becoming aware of it.

If we offer remote assistance, and you accept, you agree to accept a software program onto your computer system(s) (where necessary) to allow us to provide that assistance and understand that by doing so we will be temporarily able to control your computer. You will be able to see everything that we can see, and you will be able to see what we do. You need to make sure that you shut down any confidential information or programs which are running on your computer which do not relate to the support we are providing if you do not want us to see it. In the event that you disclose to us confidential information we will abide by the requirements of the Data Protection Act and not divulge such information unless legally compelled to do so (by judicial or administrative order, depositions, interrogatory, subpoena, civil investigative demand or similar process), provided that you provide us with prompt prior written notice of such requirement (unless prohibited by any applicable law or regulation). You agree that if we appoint any sub-contractor, then we may disclose confidential information to such sub-contractor subject to such sub-contractor giving you an undertaking in similar terms to the provisions of this Clause. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.

At any point during the period that we are in control of your computer, you can ask us to stop the session.

We shall comply with any of your security requests in the case of online access to your system/server/environments or onsite physical access.

We shall during the period of the Agreement, provide the Services in a satisfactory and proper manner using all reasonable skill and care in accordance with this Agreement and applicable laws, and shall use all reasonable endeavours to promote the interests and business of the Customer.

**g. Annual Subscription, updates and backups**

You agree to ensure that any required subscription or license fees for the EasyPay software are paid promptly. We will only provide support for EasyPay software where the annual subscription fees are paid up in full.

You agree to promptly install and use any EasyPay software updates. Updates may be a fix for known problems or an update to legislation. We reserve the right to provide support only for the latest version of the EasyPay software without any modification.

You agree to keep backups of the EasyPay software and your data. We shall not be liable to you for any loss arising out of any failure by you to keep full and up to date backups of the computer programs and data in accordance with best computing practice.

**5. How you or we may end this agreement or suspend the support services**

a. We may end this agreement at any time on giving you at least 90 days' notice in writing and if we do, we will refund to you such proportion of the subscription fee you have paid for the year in question as is appropriate to the unexpired period of the duration of this agreement.

b. You may end this agreement at any time by giving to us at least 90 days' notice during your subscription period in writing. If you do, you will be entitled to a refund of the remaining period of your subscription calculated on a pro rata basis. If you owe us any other amounts at the time you end this agreement, you must also pay them to us immediately.

c. This agreement will automatically and immediately end if you become bankrupt (or something similar happens) or your business cannot pay its debts or stops trading, or if any finance arrangement relating to the support has ended for any reason without you paying the full amount of that finance. In those circumstances, we will not give you a refund.

d. If you or we discover that the other has done something which is not allowed by this agreement, or have not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the party which made the discovery can end this agreement by giving the other written notice that this agreement will immediately end. If this agreement is terminated because of something we have done or not done as required by law, we will refund to you such proportion of the subscription fee you have paid for the year in question as is appropriate to the unexpired period of the duration of this agreement. In all other circumstances, we will not give you a refund.

e. We may also end this agreement if you fail to pay any amount you owe to us within 30 days of the due date, or, alternatively we may stop providing services to you until you have paid us those outstanding amounts.

## **6. Our liability and responsibility to you if something goes wrong**

a. Our liability (including for negligence) to you and your liability to us in any year under this agreement will be limited to paying you an amount equal to the total of all fees you paid for the support in that year.

b. You are better placed to understand the risks to your business that may occur as a result of you using the support. Accordingly, we will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience the problem:

- financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings or goodwill, however the loss is caused;
- any interruption to your business or damage to information, however that interruption or damage is caused (particularly because you should maintain regular backups of your own information);
- losses you suffer as a result of using the support, other than as described in this agreement and the relevant documents.
- We recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.

c. Nothing in this agreement will prevent or limit your or our liability for:

- fraud; or
- death of or personal injury to any person because of our negligence; or
- breach of data privacy laws as per GDPR provisions

d. Your and our responsibilities under this agreement are reasonable because they reflect that:

- we cannot control how, and for what purposes, you will use the support service;
- we have not developed the support service specifically for you; and
- although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems with the support service.

e. You agree to indemnify us and hold us harmless from and against all actions costs, charges, losses, damages, expenses, claims and any liability whatsoever which we may incur or sustain by reason of any contract properly entered into or act properly done, concurred in or omitted in or about the provisions of services or supposed services or by any reason of the provisions of services as set out in this agreement except such as we shall incur and sustain by our own negligence or wilful default.

## **7. How we use information about you**

We will use any information you give us under this agreement to:

- meet our obligations under this agreement or any other agreement we have with anyone who licenses us (our licensors), or our subcontractors;
- contact you to see if you would like to take part in our customer research;
- contact you about our other products and services and those of others which we think you will be interested in.

(If we do contact you in this way, we will try to speak to the relevant person in your organisation, and we may contact you directly, or use other organisations which we have hired to contact you for us.)

You and we acknowledge and agree that it is not the intention of this agreement that we will process any personal data (as that term is defined in the GDPR on your behalf). If at any point you need or instruct us to process any personal data, we agree to enter into a separate agreement with you governing such data processing.

If you give us information which could give away the identity of an individual, you are agreeing that we can use it as described above. If at any time you do not want us to use such information in that way, please call us on +350 200 74121 or email us at [cs@rockit.gi](mailto:cs@rockit.gi).

## **8. General terms**

a. If we quote you a price, on our website or by phone, for any of our products or services, that price will be confirmed when we issue our invoice.

b. If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both of us.

c. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.

d. If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.

e. This agreement and any documents referred to in this agreement (including any payment terms and all up to date support literature at the start of this agreement) is the entire agreement between you and us for the support and replaces all documents, information and other communications (whether spoken or written) between us for such use.

f. It is important to us to have a direct relationship with the users of our software, so you may not transfer this agreement to anyone else.

g. From time to time we may change this agreement by telling you with a reasonable advance written notice of at least 30 days that we intend to change it (and to provide you details of the planned change). If you do not agree with those changes, please contact us as soon as possible. If you buy any other product or service relating to this agreement from us, after we have told you that we have changed this agreement, we will consider you to have accepted those changes. You may also object to changes and if we cannot agree on any alternative/solution, either party may terminate this agreement on 60 days written notice during which time such changes shall not take effect.

h. If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement because of those circumstances, for as long as those circumstances continue.

i. This agreement is between us and you. Nothing in this agreement gives anyone any right or benefit under this agreement (or any benefit under the Contracts (Rights of Third Parties) Act 1999). This means that only you and we can benefit from the rights set out in this agreement.

j. This agreement 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) is governed by the laws of Gibraltar and you and we both agree that the courts of Gibraltar will be the only courts that can decide on legal disputes or claims about this agreement.

**IN WITNESS WHEREOF, the parties have agreed to execute this agreement**

**SIGNATORIES**

**EXECUTED for and on behalf of Rock It Limited by an authorised signatory:**

Authorised signatory .....

Print name .....

Position .....

Date: .....

**EXECUTED for and on behalf of [.....] by an authorised signatory:**

Authorised signatory .....

Print name .....

Position .....

Date .....