**These Terms and Conditions apply to the Support Service that Pimbrook offer to clients. A Contract Invoice will be issued to the client specifying the products that are under support. The Contract Invoice and these Terms and Conditions together with the General Terms and Conditions form a Service Agreement between Pimbrook Software and the Client.  Upon acceptance of these Terms and Conditions the Client will be deemed to have accepted the Service Agreement and provided the written authorisations set out in these terms and conditions.**

**These Terms and Conditions are subject to change without prior notice and were last updated on the 16/02/2023.**

## Contents

# 1. The Pimbrook Support Service

Pimbrook Software offer a complete support service on the products that we resell. This is an **Enhanced Support Service (ESS)**, above and beyond what is offered by the products manufacturer (which is typically a call centre helpdesk).

Our **Enhanced Support Service (ESS)** has the following features:
- Discounted product licences.
- Free use of Pimbrook add-on software (where applicable, e.g., AccountsMate for Sage 50)
- Quick direct access via phone and email to local support agents, based in Ireland.
- Support agents are product specialists and very experienced in the areas they are used for (i.e., accounting and payroll procedures).
- This allows us to assist our clients through the full life cycle of the solution, including:
    o Advice on suitable products based on requirements and budget.
    o Installation & set up.
    o Training and consulting.
    o Ongoing support for; product use, procedures, related regulation & legislation, best practices, system issues, etc.
    o Investigation of software issues.
    o Education through webinars and knowledgebase articles on new features, common or complex tasks, hints & tips, etc.
    o Report customisation and development.
    o Add-ons for enhanced or specific functionality.
    o Software updates, reinstalls and fixes.
    o Data protection, archiving and corruption.
    o Liaise with IT or offer access to recommended partners to resolve technical or system environment issues.
- Professional Service for extra bespoke work if required (e.g., system implementation, conversion or integration, data take on and/or export, etc.).

## a. Support Service Levels

Pimbrook have two **Support Service Levels** of cover – *Standard and Premium*. Clients have access to all of the above features under either level, however under Standard, there are extra charges for some of these. The Support Service Level will be specified on the Contract Invoice for each client.

The following table outlines what is included in each Support Service Level.

| Feature | Details | Standard | Premium |
|---------|---------|----------|---------|
| Discounted Software | Discount on manufacturer software. | ✓ | ✓ |
| Standard Add-ons | Use and support of Pimbrook standard Add-ons, where applicable (e.g., AccountsMate for Sage 50 – standard features). | ✓ | ✓ |
| Service Desk | Local, based in Co. Waterford, Ireland<br>Phone: +353 51 395900<br>Email: support@pimbrook.ie<br>Times: 9:00am – 5:00pm Monday - Friday<br>         (excluding Republic of Ireland holidays) | ✓ | ✓ |
| Advice & Guidance On | Software use, issues & updates.<br>Related procedures (e.g., accounting & payroll).<br>Appropriate regulation & legislation.<br>Best practices. | ✓ | ✓ |
| Investigation | Further investigation (including remote access) may be carried out if required to get more information in areas including:<br>- software defects<br>- procedures / use<br>- data | ✓ | ✓ |
| Education | Access to Webinars and Knowledgebase Articles on new features, common or complex tasks, hints & tips. | ✓ | ✓ |
| Software Set Up | Perform software installations, upgrades, fixes | | ✓ |
| Report Customisation | Customise or develop bespoke reports | | ✓ |
| Report Library | Access to prebuilt bespoke reports | | ✓ |
| Advanced Add-ons | Use of Pimbrook advanced add-ons where applicable (i.e., AccountsMate for Sage 50 - advance features). Access to 3$^{rd}$ party add-ons (licence costs may apply) | | ✓ |
| Training & Consulting | User training on software usage or consulting on related topics (e.g., improving processes, implementing new features, enhancing software performance or system health checks, etc.) | | ✓ |
| Extra Service Discounts | 30% discount on any additional professional services (excludes 3$^{rd}$ party services, e.g. Data Fixes) | | ✓ |

## b. Support Service Terms and Conditions

The following terms and conditions apply to this support service.

I. Pimbrook guarantee that a support agent will respond to queries logged via phone within 4 working hours and email queries within 12 working hours (although we always try and normally do respond much quicker).

II. Clients own their data and are thus responsible for all changes to this and for protecting it. Pimbrook will not take any responsibility for making changes to data. Clients should ensure they have regular valid backups of data and particularly before any significant changes are made to the data or the software.

III. Fixes of corrupted data are carried out by 3rd parties and are charged separately.

IV. Premium Level Services will need to be booked in advance so that they can be scheduled with available resource. These are also subject to "reasonable usage" (i.e., approx. 12 hours in a service contract year). If "reasonable usage" is exceeded, additional requests may be subject to a charge at the discounted premium rate.

V. Work outside business hours (i.e. 09:00 – 17:00, Monday – Friday) is not covered under this support service.

VI. If a buyer cancels or postpones a booked job within 3 working days of the booking date, Pimbrook may charge a rescheduling fee.

# 2. Data Protection.

Processing of any personal data will be carried out in accordance with the EU General Data Protection Regulation (GDPR) effective from the 25th of May 2018. The following roles and scope as defined in the GDPR apply to these Terms and Conditions:

| | |
|---|---|
| **Data Controller Role** | The Client. |
| **Data Processor Role** | Pimbrook Software Limited. |
| **Subject Matter** | Employee details and/or business contact data held in the payroll and/or accounting software covered by this agreement. |
| **Duration** | Until termination of this service agreement. |
| **Nature of Processing** | Pimbrook provide a support, training and consulting service for the software that can hold the data defined in the subject matter. This may involve access to this data to investigate and resolve issues related to how the client uses the software. It may also require fixes to corrupted data. |
| **Purpose of Processing** | Provision of consulting, training and support for the software covered under this agreement. |
| **Types of Personal Data** | The personal data held in the software supported under this agreement may include; employee details, customer & supplier contact details. |

| Categories of Data Subjects | Any individual who is held as an employee in a supported payroll system or held as a business contact in a supported accounts system. |
|---|---|

As a Data Processor, Pimbrook will adhere to the GDPR and in particular the processor terms laid out in Article 28. These state the following:

i. Pimbrook will only process personal data under documented instructions of the Client. By entering into a service agreement and accepting these Terms and Conditions the Client is deemed to have instructed Pimbrook to carry out the support service as documented in these Terms and Conditions.

ii. Pimbrook ensures that any person(s) processing this data is subject to a duty of confidentiality.

iii. Pimbrook takes all measures required pursuant to Article 32 GDPR (Security of Processing) including but not limited to implementing appropriate technical and organisational measures to protect personal data received from the Client. Details of these can be found in our privacy policy.

iv. The Client agrees that Pimbrook may engage third parties ("sub-processors") to process the Client's personal data on the Client's behalf. By accepting these terms and conditions the Client is granting a general written authorisation to engage sub-processors to process the personal data without obtaining any further written specific authorisation from the Client provided that Pimbrook notifies the Client in writing about the identity of a potential sub-processor (and its processors if any) before any agreements are made with such sub-processors and before the relevant sub-processor processes any personal data. If the Client wishes to object to the relevant sub-processor the Client must give notice of such objection in writing to Pimbrook within ten business days from receiving the notification from Pimbrook. In the absence of any objection within this ten day time period Pimbrook will proceed with an agreement with the relevant sub-processor. In the event that the Client objects to the sub-processor on reasonable grounds relating to data protection within the specified time period and Pimbrook cannot accommodate the Client's objection and Pimbrook cannot otherwise provide the support services to the Client, the Client may terminate the support services by providing written notice to Pimbrook. Pimbrook at the time of entering these terms and conditions uses the following sub-processors; SAGE, Adept and a contractor Lainey McCabe. Pimbrook shall notify the Client if its adds or removes sub-processors so as to give the Client the opportunity to object to a change. Any sub-processor will be subject to the same data processing obligations as Pimbrook. Pimbrook will remain directly liable to the Client for the performance of a sub-processor's data protection obligations.

v. Pimbrook will assist the Client by appropriate technical and organisational measures to respond to data subject rights' requests under the GDPR.

vi. Pimbrook will assist the Client to ensure compliance with obligations under the GDPR in relation to security of data processing (Article 32 GDPR), notification of data breaches (Articles 33 and 34 GDPR) and data protection impact assessments (Article 35 and 36 GDPR)

vii. At the end of processing all copies of data will be returned to the client and/or destroyed as appropriate.

viii. Pimbrook will make available to the Client all information necessary to demonstrate compliance with Article 28 of the GDPR and will allow for and contribute to audits conducted by the Client or a third party on the Client's behalf.

ix. After Pimbrook has incurred 4 hours in aggregate in a 12-month period assisting the Client in respect of matters outlined in sub-clauses (v), (vi) and (viii) the Client shall remunerate

Pimbrook based on time spent to perform any additional obligations under sub-clauses (v), (vi) and (viii). The time spent will be based on Pimbrook's hourly rates notified to the Client from time to time.

# 3. Client Responsibilities.

In order to avail of our Support Service, the client must:
  i.     Pay the invoiced amount for the cover offered in advance. By doing so and/or using our support service, the client accepts these Terms and Conditions.
  ii.    Be authorised to give consent and information to access data and systems as Pimbrook (or their authorised agents) require to provide this service. Please see our privacy policy for details of what data we may collect and use and how we protect this.
  iii.   Ensure all users are sufficiently trained on the software covered.
  iv.    Accept responsibility for all changes to their data and ensure it is protected via adequate backup and security procedures.
  v.     Comply with Data Protection Legislation.

# 4. Renewal & Termination

Support Service cover will be renewed automatically at the end of its contract period. If either party wishes to terminate the Support Service cover, they must do so by giving written notice at least 60 days prior to the next renewal date.

# 5. Limitation of Liability

To the maximum extent permitted by applicable law, in no event will Pimbrook be liable to the Client, whether in contract, by reason of negligence or otherwise, for (i) punitive, special, consequential, exemplary, incidental, or indirect damages or costs (including legal fees and expenses); or (ii) loss of goodwill, profit, business, contracts, revenues or anticipated savings or loss of savings, loss of use, business interruption, loss of production or wasted management and staff time; or (iii) the cost of procurement of substituted goods or services or technologies in connection with the supply, use or performance of or inability to use the software, or non-performance of any services provided, in connection with any claim arising from the Service Agreement and in all cases whether arising directly or indirectly out of this Service Agreement and even if Pimbrook had been advised such damages might occur.
To the fullest extent permitted by law all express and implied warranties (whether by statute, common law or otherwise) are expressly excluded and disclaimed including, without limitation, warranties about merchantability and fitness for purpose.
The Client agrees that Pimbrook's entire liability hereunder for all claims or damages shall not exceed the amounts paid for the contracted service. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Nothing in these terms and conditions shall operate so as to exclude or limit Pimbrook's liability for death or personal injury arising out of negligence or for any other liability which cannot be excluded or limited by law.

Should any provision of these terms and conditions be invalid or unenforceable then the remainder of these terms and conditions all remain valid and in force.  The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.