_____

Terms and Conditions

Client Name: _____

Address: _____

Contact Person   _____

Contact Telephone   _____

Commencement Date   _____

Minimum Term   1 Year

Maximum response
To a fault call   4 Hours

Payment Terms   Quarterly

Directors : Declan FitzGerald and Yvonne FitzGerald
Company Registration No : 284822
DMF Systems is the registered trading name of Declan M. FitzGerald Systems Limited

ISO 9001:2015
EQA ✓
QUALITY ASSURED SERVICE

Contracted Hours of cover

Monday - Friday,
from 09:00 to 17:00

Sunday.
from _____ to _____

Saturday,
from _____ to _____

Bank & Public Holidays,
from_____to_____

For and on Behalf of:

Signed: _____

Title : _____

Date : _____

Accepted by DMF Systems:

Signed:

Title: Managing Director

Date:

Schedule of Services

ITEM	QTY	Description	Yearly Charge €

Prices quoted exclude VAT

1   Duration

This agreement shall remain in force for the agreed minimum term of 1 year as set out in the schedule and terminable thereafter by either party giving the other 3 months' notice in writing.

2   Support Services

Throughout the duration of this agreement DMF Systems shall perform cloud services based on the Software listed in the schedule and keep it in good operating condition.

3   Charges

3.1   The charges set forth in this agreement are exclusive of Value added tax or any other Government levies which shall be chargeable in accordance with statutory provisions then prevailing.

3.2   Without prejudice to any other remedy DMF Systems may at any time by giving one months' notice in writing, vary any or all of its charges if for any reason the costs of DMF Systems obligation is increased by noncompliance of the Client with the provisions of this agreement.

3.3   If the Client requests maintenance to be performed outside the normal service hours as set out in the schedule DMF Systems will use its best endeavors to provide such services and the Client will be liable to pay DMF Systems per call charges and reimburse any related expenses.

3.4   DMF Systems reserves the right to increase the charges if found necessary through increased costs.

4   Obligations

4.1   Contracted hours of cover are set out in the schedule and during that period DMF Systems will endeavor to respond to a call for remedial support services from the client within the maximum response call-out time.

4.2   Preventative maintenance services shall be carried out on a regular basis only for the software specifically designated in the schedule. Dates for preventative maintenance services visits will be agreed with the Client in advance.

5   Client obligations

The client shall:

5.1 Make payment as set out in the schedule any time in advance of the period of service cover to which the invoice refers.
i) If the client shall fail to pay any sum payable under this agreement or any other agreement between DMF Systems and the Client within 14 days of it becoming due, then (whether demanded or not) DMF Systems may without notice suspend this agreement.
The client shall upon any suspension:
 a) Pay to DMF Systems all sums then due for payment under this agreement.
 b) Pay to DMF Systems all interest then due on outstanding sums.

ii) The Client undertakes to pay to DMF Systems interest on all sums, which from time to time may be owing to DMF Systems and for the time being calculated from the due date until payment at a rate of 16% per annum.

5.2 Make available adequate working space and facilities for DMF Systems personnel at no charge to DMF Systems where the need for such space has been agreed.

5.3 Accept that it is a fundamental condition that no 3rd party or person in the Client's organization shall service or attempt to remedy any defect or in any way interfere with the software except under specific instructions of DMF Systems personnel.

5.4 Ensure full cooperation with DMF Systems personnel in the diagnosis of the reasons for any malfunction of the software.

6   Exclusions

6.1 Support services are contingent upon the proper use of the software and do not cover software which has been modified without the approval of DMF Systems or which has been interfered with in any way by any 3rd party.

6.2 DMF Systems shall not be liable for delays in meeting any of its obligations under this agreement, which are due to causes beyond reasonable control.

6.3 Indemnity
i) DMF Systems disclaims all liability (including injuries, claims, sums, demands, special consequential loss damages) of whatsoever nature to the Client, their servants, agents or other third parties arising from the use of the software.
ii) The client shall indemnify and defend DMF Systems in respect of such liability.
iii) Nothing in this clause shall purport to exclude DMF Systems liability for injury or Death to any person caused by its negligence or that of its employee's servants agents or sub-agree mentors arising directly from the use of the software.

The provision of this clause shall survive termination of this agreement.

7   LAW

Unless otherwise agreed in writing this agreement shall be construed and interpreted in accordance with the laws of the Republic of Ireland.

8   Assignment

The Client acknowledges that this agreement may be assigned.

SLA for Cloud Services-Hosting Partner Microsoft Azure

DMF systems partnered with Microsoft Azure to host inter-AHP cloud application. The link below has information on standard service level agreement details for Azure cloud services including introduction and general terms.

https://azure.microsoft.com/en-us/support/legal/sla/cloud-services/v1_5/