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Last Revision Date: April 2025

SOFTWARE SUPPORT TERMS

Background

‘CRM Together’ has agreed to provide to the Licensee Software Support for the Licensed Programs in return for the payment to ‘CRM Together’ by the Licensee of the Software Subscription Fee upon the terms and conditions of this Agreement.

Operative Provisions:

1 Definitions

1.1 In this agreement:

Designated Equipment

Any computer running software that matches the requirements for the given product.

Licensed Programs

The software programs designed and written by ‘CRM Together’ and provided in code and binary code including any New Release of the same made or issued pursuant to clause 4

Licensed Program Materials

The Licensed Programs and the Program Documentation

Term

Twelve months from the date of this agreement and each subsequent period of twelve months thereafter unless terminated in accordance with clause 6

New Release

Any improved modified or corrected version of any of the Licensed Programs or Program Documentation from time to time issued by ‘CRM Together’ pursuant to clause 4 below

Program Documentation

The instruction manuals user guides and other information to be made available by ‘CRM Together’ at its discretion in machine readable form to the Licensee. Typically, documentation is provided via the online help.

Software Support

The provision of technical support in accordance with clause 4 below Software Maintenance Fee the annual fee for the Software Maintenance set out in clause 3 below.

2. Provision of Software Support

‘CRM Together’ in consideration of the payment by the Licensee from time to time of the Software subscription in accordance with clause 3 below undertakes to provide Software Support during the Term upon the terms and conditions of this Agreement

3 Software Subscription

3.1 The Software subscription (together with any applicable Value Added Tax thereon at the current rate, if any) as set out in the Schedule 1 shall be levied by ‘CRM Together’ in advance of the provision of Software Support and shall be payable annually by the Licensee before the due renewal date.

3.2 ‘CRM Together’ reserves the right to cancel Software Support and require re-purchase in full for failure to pay Software subscription before the renewal date.

3.3 The Software subscription for the product does not cover any server other than the live server that may be used to test or train users unless a separate agreement is created to cover this scenario.

4 Software Support

4.1 With effect from the date of this agreement and for the duration of this agreement ‘CRM Together’ shall provide in respect of the Licensed Programs Software Support within the response time as specified in clause 4.4 below.

4.2 Software Support shall comprise all or any of the following to be provided in accordance with Schedule 1:

4.2.1 Advice by scheduled telephone or Support Software on the use of the Licensed Programs provided and will be limited to areas not explicitly covered in the Program Documentation available from our [portal](#);

4.2.2 Information and advice by email and/or website in accordance with Schedule 1 on forthcoming New Releases of the Licensed Programs;

4.2.3 Upon request by the Licensee the diagnosis of faults in the Licensed Programs and the rectification of such faults (remotely or by attendance on Site at ‘CRM Together’s sole discretion) by the issue of fixes in respect of the Licensed Programs and the making of all necessary consequential amendments (if any) to the Program Documentation;

4.2.4 The creation and dispatch to the Licensee from time to time at ‘CRM Together’s sole discretion of fixes in respect of the Licensed Programs;

4.2.5 The creation and dispatch to the Licensee from time to time at ‘CRM Together’s sole discretion of a New Release of the Licensed Programs and Program Documentation;

4.2.6 Software Support does not apply to the action or operation of any software or hardware supplied by any other supplier other than the Licensed Programs.

4.3 The Licensee shall inform 'CRM Together' of all faults requiring Software Support as soon as they arise using Email or the 'CRM Together' online portal. If so, requested by 'CRM Together', the Licensee agrees to supply in writing to 'CRM Together' a detailed description (or recording using software like <https://vimeo.com/record/ready-to-record> or Camtasia) of any fault requiring Software Support and the circumstances (and data files) in which it arose and steps to reproduce the said issue. The Licensee shall in the first instance contact the Distributor/Reseller (if any) of the Licensed Program Materials who may refer all faults reported to 'CRM Together' as per above.

4.4 The response time for Software Support shall be between the hours of 10 a.m. and 5 pm GMT/BST Monday through to Friday (excluding bank and other public holidays in the Republic of Ireland). 'CRM Together' shall respond to the Licensee with a status report on the fault following notification. On a best-efforts basis, 'CRM Together' will classify the fault as Critical or Non-Critical to the fundamental operation of the Licensed Programs within 5 business days and the following procedures will then apply:

4.4.1 Critical Problems: On a best efforts basis, 'CRM Together' will attempt to generate a fix or work-around by correcting or modifying the Licensed Programs to achieve its conformance to the specification in the Program Documentation and send it (or provide access) to the Licensee as soon as practicable, with an expected response time within 7 business days;

4.4.2 Non-Critical Problems: On a best-efforts basis, 'CRM Together' will attempt to generate a fix for incorporation in the next New Release with an expected response time of 30 working days. Where feasible, 'CRM Together' may provide a temporary workaround to the Licensee. Under no circumstances may 'CRM Together' be required to correct a Non-critical Problem reported by the Licensee. CRM Together reserves the right in its absolute discretion to abandon attempts at a fix where the costs of the fix are likely to be excessive or the benefits to 'CRM Together's customer base at large or are likely to be negligible.

4.5 Software Support shall not include the diagnosis and rectification of any fault resulting from:

4.5.1 The improper use, operation or neglect of either the Licensed Program Materials or the Designated Equipment;

4.5.2 The modification of the Licensed Programs

4.5.3 The use of the Licensed Programs on equipment other than the Designated Equipment;

4.5.4 The failure by the Licensee to implement recommendations in respect of, or solutions to faults previously advised by 'CRM Together';

4.5.5 Any repair adjustment alteration or modification of the Licensed Programs without 'CRM Together's prior consent;

4.5.6 Any breach by the Licensee of any of its obligations under any License Agreement in respect of the Licensed Programs;

4.5.7 The Licensee's failure to install and use upon the Designated Equipment in substitution for the previous release any New Release of the Licensed Programs;

4.5.8 The use of the Licensed Programs for a purpose for which they were not designed.

4.6 Without prejudice to clauses above 'CRM Together' shall be entitled to levy reasonable Additional Charges in the manner set out in clause 4.7 below if Software Support is provided in circumstances where any skilled and reasonable Systems Administrator would have adjudged the Licensee's request to have been unnecessary.

4.7 Any additional Charges shall be levied by 'CRM Together' monthly in arrears [and calculated on a half-day and daily basis] and shall be payable by the Licensee (together with any applicable Value Added Tax thereon) within 30 days of receipt of any invoice thereafter. A current price sheet can be requested at <https://crmtogether.com/product-pricing/>

5 Duration

This agreement shall continue until terminated in accordance with clause 6 below.

6 Termination

6.1 This agreement may be terminated:

6.1.1 by the Licensee upon giving not less than 90 days' notice to 'CRM Together' expiring on the last day of the Term;

6.1.2 forthwith by 'CRM Together' if the Licensee fails to pay any sum due hereunder by the renewal due date;

6.1.3 forthwith by 'CRM Together' if the Licensee commits any material breach of any term of this agreement (other than one falling within 6.1.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

6.1.4 forthwith by 'CRM Together' if the Licensee shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement for Insolvency or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the Licensee shall be unable to pay its debts or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Licensee or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Licensee or for the making of an administrative order (otherwise than for the purpose of an amalgamation or reconstruction).

6.2 Any termination of this agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party not the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

7 Indemnities and Limit of Liability

7.1 There are no warranties, conditions, guarantees or representations whether expressed or implied by statute, common law, tort or otherwise orally or in writing except as provided herein.

7.2 If 'CRM Together' without cause fails to perform Software Support in accordance with its obligations in this agreement the Licensee may recover an amount to compensate for any direct physical loss which is suffered as a result of such failure subject always to a maximum aggregate liability in any calendar year

of the total annual charges or Software Maintenance Fee paid or payable for Software Support contracted for by Licensee.

7.3 'CRM Together' will not be liable in any way for any losses caused by the Licensee's failure to perform its obligations hereunder including but not limited to any failure of the Licensee to make adequate provision for recovery of lost or corrupted data files or programs and the Licensee shall indemnify 'CRM Together' and its employees and representatives in respect of any claims by third parties which are occasioned by or arise from any 'CRM Together' performance or non-performance pursuant to the instructions of the Licensee or its authorised representatives.

7.4 Except as otherwise stated in this clause 'CRM Together' shall not be liable in any event for any loss of profits, goodwill or any type of indirect special incidental or consequential loss or damage suffered by the Licensee (even if such loss was reasonably foreseeable or notified to 'CRM Together') or arising from loss of data or arising from the Software Support provided hereunder.

8 Property and Confidentiality in the Software

8.1 The Licensed Program Materials contain confidential information of 'CRM Together' and all copyright trademarks and other intellectual property rights to the Licensed Program Materials are the exclusive property of 'CRM Together' or have been validly licensed to 'CRM Together'. The Licensee shall have no right in or title to any of the Licensed Program Materials.

8.2 The Licensee shall:

8.2.1 reproduce on any copy of the Licensed Program Materials 'CRM Together' copyright and trade mark notices;

8.2.2 maintain an up to date written record of the number of copies of the Licensed Program Materials and their location and upon request forthwith produce such records to 'CRM Together'; and

8.2.3 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of 'CRM Together' in the Licensed Program Materials.

9 Assignment

The Licensee shall not be entitled to assign this agreement nor any of its rights or obligations hereunder without the prior consent of 'CRM Together'.

10 Entire Agreement

'CRM Together' shall not be liable to the Licensee for loss arising from or in connection with any representation's agreements, statements or undertakings made prior to the date of execution of this agreement other than those representations, agreements, statements or undertakings confirmed by a duly authorised representative of 'CRM Together' in writing or expressly incorporated or referred to in this agreement

11 Law and related

11.1 This agreement shall be governed and construed in accordance with Irish Law and the parties hereto agree to submit to the non-exclusive jurisdiction of the Irish Courts.

11.2 This agreement may be signed in any number of counterparts.

Schedule 1**Software Subscription**

Software Subscription is charged as per the current price sheets (available on request)

‘CRM Together’ or its Reseller/Partner will Invoice approximately 2 months before the renewal due date, via an automated system.

Software Subscription and support is for 1 full year (365 days) and this commences from the date the license is issued.

The Software Support service

Software Support is provided via email and/or the customer portal. No Telephone support is available outside of scheduled support set out in clause 4.2.

Remote support sessions must be agreed and scheduled in advance.

‘CRM Together’ currently use the software to provide Software Support and this must be allowed/supported by the Licensee. The Licensee may from time to time request other remote support software be used but it is at ‘CRM Together’s discretion as to whether we use this.

‘CRM Together’ may from time to time change which software we use for remote support.

The Licensee provides CRM Together with access to its systems at its own risk. ‘CRM Together’ are not liable should information be compromised. ‘CRM Together’ assume the Licensee provides full back up procedures and has a disaster recovery process in place.

Partner commission is based on providing level one support for any customers and subject to annual review.

Reasonable efforts must be made by the Licensee to resolve any issues before using the Software Support.

Software Support time taken by the Licensee will be limited based on the cost of support. For example, a site with 5 named seats will only be entitled to 4 hours of Software Support in a year. Additional Software Support will incur an extra charge.

Software Support issues logged will be closed by ‘CRM Together’ within 30 working days if engagement on the issue is not forthcoming from the Licensee.

Licensee’s inability to use the Licensed Programs (due to reasons including lack of training or any supporting software such as Sage CRM/ Outlook etc) is not covered by the Software Support.

Features that are not in the Licensed Programs (as documented) or any expectation of a feature that is not in the Licensed Programs (but may be expected to be for any reason, misunderstanding a demo for example) will not be supported by CRM Together.

Reasonable and easy access to an environment is expected especially in any case where the issue is judged as “Environmental”. Licensee company policy’s will be respected but in the event that they hinder

any support effort we may request and expect that we will be accommodated. Any unreasonable delays will result in charges for further support.

External Environment Impacts

The Software Subscription does not include the following:

1. Core Product (Creatio or Sage CRM for example) upgrades are not covered by Software Support (this is the act of upgrading the Core Product which in turn breaks the Licensed Programs)
2. Third party software impacting on the Licensed Programs is not covered. (This includes Creatio, Sage CRM/Sage 100/Sage 300, Outlook and Gmail updates and other 3rd party Outlook add-ons for example or OS updates). In the event of an update to Outlook and/or Gmail breaking the systems CRM Together will provide a fix as quickly as feasibly possible.
3. Where applicable server moves/upgrades with reinstalls will incur an additional fee.
4. An additional support ticket may need to be registered if investigations show external issues effecting the working of the Licensed Programs.
5. Core Product updates are not covered (Software Support is based on the current version used at the time of original purchase).
6. The Licensee's IT security is not warranted and a Penetration Test is not run by CRM Together. CRM Together disclaims all liability or responsibility for the Licensee's IT security.
7. Browser/OS support is not included if changed post the original purchase of the Licensed Programs.
8. CRM Together is not responsible for how the Licensed Programs are used.
9. Server configuration changes are not covered.
10. No server beyond the primary Core Product server will be eligible for support (for example a test, development and/or training server) without a separate agreement.