



Prevensys Support

Supported Version

The current supported versions of the software are shown below.

Version	Release Date	Release Notes
1.9.2	1 September 2019	Initial release

Prevensys Support Terms

THESE TERMS are applicable from 2 October 2019

This Legal Supplement contains the terms and conditions under which Quadris provides support services to the Customer relating to the Customer's use of Prevensys Software. This Legal Supplement includes, and by this reference incorporates, the Master Supply Agreement Terms and Call-Off Order Terms for Prevensys Support, all of which the Customer has read, understood and accepts. In the event of conflict or inconsistency among the documents, the order of precedence shall be as follows: (1) This Legal Supplement, (2) Call-off Order, and (3) Master Supply Agreement.

1 GENERAL

1.1 Definitions and Interpretation

Prevensys: means the period for which Customer has purchased shall mean the Prevensys Software (also known as Software) produced and provided by Quadris which you acquire under a Call-Off Order and which is governed by the Prevensys End User License Agreement,

Prevensys Support: is a Service provided by Quadris and consists of the provision of telephone or web-based technical assistance by Quadris to Customer's technical contact(s) with respect to installation and issues. For the avoidance of doubt, it does not include training in the use of the software;



Support Request: means any electronically written request for support of the Prevensys software by the Customer;

Supported Version: means the version of Prevensys that the Prevensys Support service shall apply to. The Supported Version number(s) shall be displayed here:
<https://quadris.co.uk/prevensys-support/>.

Term: means the period for which Customer has purchased Prevensys Support and any subsequent renewal periods and shall commence on the date and last for the period of time as set out in the Call-Off Order;

You (Your): also known as Customer. A person associated with and representing a non-human legal entity that is a Party to the Master Supply Agreement, the Order and this EULA.

1.2 Provision of Support Services. Subject to the these Prevensys Support Terms, Quadris shall, during the Term, provide Customer with Prevensys Support.

1.3 These Prevensys Support Terms will automatically update to fully correspond to Quadris' from time to time current Prevensys Support Terms published at <https://quadris.co.uk/prevensys-support/> upon any renewal of the Support.

1.4 Should the Customer be found to be in breach of the Prevensys End User License Agreement or this agreement, Quadris may terminate this Contract and not be bound to provide the Customer with Prevensys Support.

1.5 Use of Prevensys Support.

(a) Prevensys Support is only available for the Customer entities set out in the corresponding Call-Off Order and no other third party.

(b) Prevensys Support is only available for the Supported Version(s). Where the Customer is not using a Supported Version it must upgrade to a Supported Version to receive the Prevensys Support Service. The Customer must have an active Prevensys Support Contract in place in order to upgrade the Prevensys Software to the latest version.



(c) Quadris is entitled not to provide support where the Software is found to be used outside of its intended purpose or where the Customer has modified it or is not hosting the Software on an approved infrastructure platform.

(d) Prevensys Support provided by Quadris is available to customers on Working Days between the hours of 9:00 a.m. to 5:00 p.m. (GMT/BST).

(e) The Customer may request support from Quadris solely by email to prevensys.support@quadris.co.uk

1.6 Except as otherwise provided for by Quadris, Customer may purchase Prevensys Support only for the Supported Version(s) of the Prevensys Software.

2 Term and Termination

2.1 Prevensys Support shall be provided by Quadris for the Term. The Customer is not permitted to cancel or terminate the Prevensys Support part way through a Term or a further renewal period.

2.2 The Contract for Prevensys Support shall terminate at the end of the Term automatically unless the Customer requests to renew the Term and pays the Charges for the renewal period.

2.3 No refund of the Charges, part or otherwise, is available to the Customer should the Customer stop using Prevensys or Prevensys Support.

3 Data Protection

3.1 The operation of Prevensys Software may result in the recording of data that the Customer regards as Customer Personal Data. As such, in the provision of Prevensys Support, Quadris may need to access data held in the Customer's Prevensys installation including data that the Customer may regard as Customer Personal Data. The Customer hereby agrees to allow Quadris access to the data held in Prevensys, including Customer Personal Data. Quadris shall not move or copy any data held in Prevensys outside of the Customer's own network in the provision of Prevensys Support, without the prior approval by the Customer.



3.2 The Customer agrees that all Prevensys data, including any Customer Personal Data is at all times held on host infrastructure operated and controlled by the Customer and as such does not regard Quadris as either a Data Controller or Data Processor in relation to the operation of Prevensys.

4 Exclusions

4.1 Prevensys Support does not cover problems caused by the following: (i) unusual external physical factors such as weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use; (ii) use of the Software that deviates from any operating procedures as specified by Quadris; (iii) third party products, other than the interface of the Software with the third party products.

5 Customer Responsibilities

5.1 Quadris' obligations regarding Prevensys Support is subject to the following:

(a) Customer agrees to receive from Quadris communications via e-mail, telephone, and other formats, regarding Support Services (such as communications concerning support coverage, issues and the availability of new releases of the Software and training options).

(b) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software.

(c) Customer shall promptly report to Quadris all problems with the Software, and shall implement any corrective procedures provided by Quadris reasonably promptly after receipt.

(d) Customer shall provide Quadris with all information, access, including remote access, and full good faith cooperation reasonably necessary to facilitate the provision of Prevensys Support, and will do anything that is identified in the relevant Call-Off Order as the Customer's responsibility. Customer's failure or delay in its performance of any of the foregoing relieves Quadris of its obligations under this Contract to the extent that such obligations are dependent upon Customer's performance.



(e) Customer shall provide Quadris a list of contacts (including names, email addresses and phone numbers) of those individuals authorised to open Support Requests on Customer's behalf. These authorized contacts must have the access and authority to administer or configure the Prevensys Software as required by the nature of the Support Request.

(f) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable, before contacting Quadris for Prevensys Support. Quadris is not responsible for lost data or information in the event of errors or other malfunction of the Prevensys Software or computers on which the Prevensys Software is used.

(g) Customer is responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Prevensys Software, including, without limitation, computers, computer operating systems, data storage, network devices and web browsers.

6 Prevensys Support Charges.

6.1 If the Customer elects not to renew the Prevensys Support and later wishes to purchase Support for the Prevensys Software, Customer must move to the then-Supported Version of the Prevensys Software and must pay: (i) the applicable Charges for the current Term; (ii) the amount of Charges that would have been paid for the period of time that Customer had not paid for Prevensys Support, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Support Charges in (i) and (ii).