

eWorks IT Support Services Terms & Conditions

Use of the eWorks support service provided by Shireburn Co Ltd (Shireburn) is governed by the following Terms & Conditions:

1. GENERAL

Shireburn will provide to the Customer and the Customer will accept from Shireburn the Information Technology Support Services defined herein.

2. SERVICES

2.1 The eWorks support service provided by Shireburn is a wide-ranging portfolio of IT services. Such services include for example consultancy, procurement services, maintenance services, software installation and support, configuration etc.

Shireburn however reserves the right to refuse to provide services requested by the Customer on the basis of unavailability of skills in the area where the service is required or else as stated specifically within Shireburn's Terms & Conditions below.

Software development and Training services are specifically excluded from the list of services provided under this scheme. Henceforth, any references to the term service or services are to have the definition attached in this clause and shall be called *eWorks*.

2.2 The Customer agrees to purchase eWorks Packs from Shireburn. An eWorks Pack is a collection of hours of support services to be used at the Customer's discretion in accordance with the terms of this Agreement. Each eWorks Pack has a defined number of support hours available to the Customer to be used prior to its expiry date. Should any support hours be outstanding at the time of expiration of the eWorks Pack, then these hours will be forfeited.

2.3 eWorks services may be provided by telephone, electronic mail, fax, on-site visits or via any medium which Shireburn may consider to be the most appropriate for the provision of the services to the Customer's satisfaction.

2.4 In cases where the required services involve support situations where the Customer may be experiencing stoppage or severe hampering of the Customer's operations as a result of the need for support services, Shireburn shall use its best endeavours to rectify such situations within 8 working hours from notification of the requirement. For other assignments, Shireburn and the Customer shall agree on time schedules on a task-by-task basis.

2.5 Services provided under the terms of the eWorks service will result in the hours taken to provide the service being deducted from the total available hours under the particular eWorks Pack. All services provided are to be deducted in units of 15 minutes with services provided on the Customer's site or a site of his choosing (other than Shireburn's premises) being subject to a minimum deduction of 1 hour per service task provided.

3. EXCLUSIONS

3.1 Repair or remedying damage caused by any person (other than Shireburn personnel) interfering with, tampering with or attempting to modify in any way the elements of hardware and/or software which Shireburn is required to support, except as permitted by normal operation of the system(s) may, at Customer's request, be effected by Shireburn using its best endeavours and charged to the eWorks service contract.

3.2 Performing the services outside the standard working hours of Shireburn, (currently 08.00 – 17.00, Monday to Friday but subject to change) will be conditional upon the agreement of Shireburn and to the availability of Shireburn's staff and will be chargeable on the basis of a multiple of the hours spent.

This multiple will be two times the eWorks time for services provided when the service is provided on Sundays, public holidays or between the hours of 21:00 and 08:00 or at 1½ times for other times outside the Supplier's standard working hours.

- 3.3 Services provided on-site outside the country of the Customer are excluded from this agreement unless separately agreed to by Shireburn under the same or separate conditions.

4. **ADMINISTRATION**

Shireburn undertakes to provide the customer with a monthly statement indicating ongoing consumption of the eWorks Pack or packs in force at the time. Shireburn shall also advise the Customer when the number of hours available under an eWorks Pack are due to expire or be consumed.

5. **PAYMENTS**

Payments for eWorks service packs are due on confirmation of purchase of the eWorks Pack.

6. **ACCESS**

The Customer agrees to give Shireburn and its authorised representatives full access to any premises or place where the system(s) may be located to enable Shireburn to perform any of its obligations as specified in this contract, subject only to the Customer's security policies in force at the time and previously advised in writing to Shireburn.

7. **LIABILITIES**

Shireburn shall not be liable for any direct or indirect loss, loss of profits, loss of other contracts, consequential loss, loss of use or any other form of loss whatsoever, whether financial or otherwise, howsoever arising. Notwithstanding the foregoing, the maximum limit of liability of Shireburn can never exceed the value of the hours of service provided under the contract at the pro-rata rates applicable under the specific eWorks Pack.

8. **FORCE MAJEURE**

Neither party shall be liable to the other for any delay, loss, damage or injury caused by Acts of God, strikes, lock-outs, civil commotion, riots, war, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence and requisition of labour or materials for State purposes.

For the purposes of this Agreement, force majeure shall include any law, order or regulation of the Government of Malta or any other Government or any supranational legal authority.

9. **INDEMNITY**

The Customer will at all times hereafter indemnify and keep Shireburn indemnified from and against all actions, claims and demands on account of or arising from all losses, costs and expenses sustained, paid or incurred as a sole consequence of the Customer or its employees, agents or representatives interfering with, tampering with, modifying or attempting to repair or maintain the hardware/software supported by Shireburn.

10. **TRANSFER AND TERMINATION**

- 10.1 Neither party shall assign a valid eWorks Pack to third parties without the written consent of the other. Such consent shall not be unreasonably withheld.

- 10.2 However, Shireburn reserves the right to invalidate an eWorks Pack forthwith by written notice with immediate effect (without prejudice to any obligations or liabilities of the Customer accrued due) and without the need to refund any proportion of the amounts paid in any of the following events:

- a) Arrears in payment of the contract charge or any other charge to be paid by the Customer by two months. In such an event, the Customer will be notified in writing by Shireburn seven (7) days prior to the invalidation of the eWorks Pack;
- b) If the Customer is in breach of any condition specified within this document and fails to rectify matters within one month of notification in writing of the relative breach;

- 10.3 The Terms & Conditions listed in this document shall be binding for a maximum period of one (1) calendar year or the consumption of the contracted number of hours, whichever arrives first. In the event of such occurrence, the Customer may purchase further packs of support hours at Shireburn's rates in force at the time. Shireburn reserves the right to add, replace or remove Terms & Conditions prior to commencement of consumption of subsequent packs of hours. However, unless stated otherwise by Shireburn, the Terms & Conditions applicable for any valid eWorks Pack shall continue to apply for the consumption of subsequent eWorks packs.



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