

Summary of Key Terms

◊ 1. Definitions

- **Agreement:** The contract between **Extra Resource Ltd, t/a Document Genetics (DG)** and the Customer.
- **Software Support:** Consultancy and support services by **DG**.
- **Prevailing Rate:** The current rate charged by **DG**.
- **Customer:** Entity paying for and receiving support.
- **Intellectual Property Rights (IPR):** All associated software rights remain with **DG**.

◊ 2. Agreement Duration & Renewal

- Start upon DG's acceptance of Customer's order.
- Automatically renews on an annual basis unless either party provides written notice of termination at least **90 days prior to the anniversary date**.
- **Annual Fee** paid in advance. A price increase **not exceeding 10%** applies year-over-year.

◊ 3. Scope of Software Support

Includes:

- Phone/email support during business hours (Mon–Fri, 09:00 - 17:00, excl. bank or public holidays).
- Advice/guidance only - **no guarantee of a fix**.
- Remote support may be used (Customer assumes risk).
- Minor fixes, version upgrades (if available from software authors).

◊ 4. Customer Responsibilities

Customer must:

- Test all software updated upon receipt.
- Co-operate in diagnostics.
- Restrict access to trained staff.
- Avoid unauthorized software modifications.
- Maintain confidentiality of DG's proprietary information.
- Provide necessary system access as needed.
- Provide internet access for servers as required.

◊ 5. Services Not Covered

- Support outside business hours unless agreed.
- Problems arising from:
 - Incorrect use

- Unapproved modifications
- Hardware issues or power failures
- On-site visits or consultations
- Major version installs or new fixes
- Programming / API Support
- Database repair or extraction
- Unsupported hardware, OS versions or Configurations
- Platform Migration – OS to OS migrations are not covered; consulting fees apply.
- Costs for third-party modules due to upstream software changes
- Third-party platforms, including OS, database, and cloud infrastructure
- Environment Migration – Server/database relocation support available as a paid service.

◊ 6. Fees & Charges

- Annual support fees are due upfront.
- Late payment may trigger a **reconnection fee**.
- Additional charges:
 - For support outside of scope
 - For physical media, taxes, shipping
- No right to withhold payment.

◊ 7. Limitations of Liability

- DG is **not liable** for:
 - Loss of profit, data, savings, or business
 - Indirect/consequential damages
- DG's **maximum liability**: Lesser of £1,000,000 or the previous year's support fees.
- **No liability** for hardware damage unless due to DG's misconduct.
- Customer must indemnify DG for:
 - Instructions from the Customer causing issues
 - Lack of third-party software licenses

◊ 8. Data Protection

- Both parties must comply with the **UK Data Protection Act 2018**.
- DG's data policy is available at: [DG Data Protection Policy](#)

◊ 9. Other Terms

- **Invalid clauses** don't affect the rest of the agreement.
- **DG may terminate** on Customer default.
- **Jurisdiction**: England and Wales, but DG may pursue legal action elsewhere.
- **No transfer/assignment** without DG's consent.
- **Force Majeure** applies.
- **All Intellectual Property Rights** stay with DG, even for custom modifications.

- **No right to source code** is granted.
- Calls may be **recorded for quality** purposes.

Key Considerations for the Customer

- You **must maintain licenses** and hardware support where needed.
- No guarantee of issue resolution - support is best-effort advice.
- Price increases annually **not exceeding 10%**.
- If you want to terminate, provide **90 days' written notice** before the **anniversary date**.
- Failure to pay on time can result in re-connection fees and support suspension.

◊ 10. Product Licensing and Billing Terms

The following product-specific licensing and billing terms apply in addition to the general terms set forth in this Agreement. In the event of a conflict, the terms in this section shall prevail for the respective product(s).

10.1 Formate

- **Subscription/Hosted License:** Billed either **annually or quarterly in advance**, subject to a minimum term of one (1) year.
- Cancellation requires **90 days' written notice prior to the agreement's anniversary date**.
- **On-Premise License:** Billed as a **one-off license fee**. Software assurance is **invoiced annually** and begins from the **first date of the month closest to the date of installation** (whether before or after).

10.2 infoRouter

- **Rental License:** Billed **annually or quarterly in advance**, subject to a **minimum term of one (1) year**.
- **Perpetual License:** Billed as a **one-off license fee**. Software assurance is **invoiced annually**, commencing from the **first date of the month closest to the installation date**.
- **Hosted License:** Billed **annually or quarterly in advance**, subject to a **minimum term of one (1) year**.
- Cancellation of software assurance/subscription requires **90 days' written notice prior to the agreement's anniversary date**.
- It is recommended to apply **new versions, patches and security updates** in a timely manner. Upon request DG will apply these for you within a given sub version. These are delivered via the **infoRouter LIVE UPDATE** mechanism. Systems running a version of infoRouter that is more than **12 (twelve) months** old may be asked to upgrade before support can be provided.

10.3 ABBYY (including ABBYY Vantage)

- **Subscription License:** Billed **annually in advance**, commencing from the **point of installation**.
- **Cancellation requires 90 days' written notice prior to the licence expiry date.**
- Upon expiration or termination of a particular subscription, the customer will have no right to use the applicable ABBYY Software and shall delete any copies of it.

10.4 infoForms

- Billed **quarterly or annually in advance**, with the subscription commencing from the **first day of the month closest to the installation date**. This is a **rolling contract** with a **90-day written notice period** for termination.

10.5 Kodak Capture Pro

- Billed as a **one-off license fee**. Software assurance is **invoiced annually** and begins from the **first date of the month closest to the license release date from the software author**.
- A **minimum term of one (1) year** applies to support.
- Cancellation of software assurance requires **90 days' written notice prior to the agreement's expiry date**.

10.6 Scanner Hardware Support (Third-Party Supplier)

- Support is **back-to-back with the Third-Party Supplier**.
- Annual cover runs from the **first day to the last day of a calendar month**, dictated by DG.
- **90 days' written notice** is required for cancellation prior to the support renewal/end date.

10.7 Post-Project Support & Bug Fixes

- The Developer will provide complimentary support for a period of **60 days** from the date of final project sign-off. During this period, the Developer will fix any bugs or defects in the delivered software that are directly related to the agreed-upon project scope, at no additional cost to the Client. This support does not include enhancements, feature changes, or issues arising from third-party integrations, user error, or changes made by the Client or third parties.

Notes:

- All software assurance terms referenced herein are subject to the standard payment and renewal terms set out in **Clauses 1 and 5** of this Agreement.
- Where applicable, these licensing models are also subject to **availability from software authors or suppliers**.