

## ACCESS TO ACCOUNTING SOFTWARE via the CLOUD

The purpose of this schedule and the Standard Terms of Business is to set out the basis on which we are to act as accountants and advisors with regard to the access to accounting software via the Cloud provided by the third-party software provider stated in **Key Facts** (the 'Cloud Supplier'), and to clarify our respective responsibilities in respect of that work. You agree that access will be provided to both the firm and the Cloud Supplier.

Details of the Cloud Supplier are provided in **Key Facts**.

### 1 Your responsibilities

- 1.1 You will agree with the Cloud Supplier the specific accounting software that you wish to be hosted on the Cloud, as stated in **Key Facts**.
- 1.2 You will be responsible for the maintenance of your accounting records on the Cloud.
- 1.3 You will pay our monthly fee on a timely basis to ensure continued provision of the service by the Cloud Supplier. Should there be a delay in payment of our fee according to our credit terms we reserve the right, after a written warning has been issued, to withdraw the service until our fees have been paid.
- 1.4 You will enter into a Service Level Agreement with the Cloud Supplier regarding the uptime availability and the provision of maintenance, support and security, in particular the frequency of back-ups provided. Should you have any concerns on these matters, please contact us.
- 1.5 If you need to process personal data, where necessary you will provide us with appropriate contractual assurances that you have secured consents to do so.
- 1.6 You will be obliged to keep all passwords and login details secure and not to share with others.
- 1.7 You undertake to use the system for acceptable use, which includes:
  - not to transmit any viruses, Trojans, keyloggers or other harmful code;
  - not to transmit any unlawful information or content;
  - not to allow access to the service to any third party; and
  - not to use the software to provide services to other parties.
- 1.8 You are responsible for:
  - ensuring that your network and systems meet any necessary performance requirements;
  - maintaining your network and telecommunication links; and
  - compliance with applicable Cloud Supplier terms.

### 2 Our responsibilities as accountants

- 2.1 We are happy to assist you with the selection of the specific accounting software that is appropriate to your needs, though the final decision is yours. This service is provided for a set-up fee agreed in advance.
- 2.2 We will invoice you each month for the provision of the service by the Cloud Supplier.
- 2.3 Though we will have access to your accounting system hosted by the Cloud Supplier, we would emphasise that we cannot undertake to discover any shortcomings in the third-party software, your systems or any irregularities on the part of your employees or others, although we will advise you of any such circumstances that we encounter if requested to prepare your financial statements.
- 2.4 We undertake to use all reasonable endeavours to obtain from the Cloud Supplier a signed confidentiality agreement with the firm to ensure compliance with the relevant clauses in the



firm's standard terms of business concerning our fees, confidentiality, internet communication, all relevant data protection law and general limitation of liability.

- 2.5 We will keep all passwords and login details secure, and only disclose to staff that require access.
- 2.6 The firm cannot be held liable for any failures to deliver services due to transmission errors or unavailability of telecoms networks, or due to the failure or unavailability of any Cloud Supplier infrastructure. We are also not liable for any loss of or corruption to your data or if the service is interrupted due to your breach of Cloud Supplier terms. However, we will liaise with them to help ensure that normal service is resumed as soon as possible.
- 2.7 If you wish to disengage from this service, on giving the notice period specified in **Key Facts**, we will liaise with the Cloud Supplier for you to receive a back-up of your data as at the end of the notice period, subject to you meeting their conditions.