

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 (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.

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.
- 1.2 You will be responsible for the maintenance of your accounting records on the accounting software.
- 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 provide us with a list of approved users, and will be obliged to keep all usernames, passwords and any additional authentication measures required for access secure and not shared with unauthorised individuals
- 1.7 You undertake to use the system for acceptable use, which includes:
 - ensuring appropriate security measures are in place to prevent or detect any viruses, Trojans, keyloggers, malware or other malicious 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 appropriate IT security measures are in place;
 - ensuring that your network and systems meet any necessary performance requirements;
 - maintaining your network and telecommunication links; and
 - compliance with applicable Cloud Supplier terms.
- 1.9 If one of your staff who has access to the software leaves or is no longer authorised to access the software, you are responsible for asking the firm to remove their user ID and password if you do not have the administrative rights to do so. You must give us sufficient notice to be able to make the change on your behalf if you are not able to do this directly.

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 are responsible for keeping all usernames, passwords and any additional authentication measures required for access secure, and not shared with unauthorised individuals.
- 2.6 We will ensure only authorised staff are provided access.
- 2.7 The firm cannot be held liable for any failures to deliver services due to transmission errors or unavailability of internet 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.
- 2.8 If you wish to disengage from this service, on giving the notice period specified, 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.
- 2.9 The scope of our services provided to you will be only as set out above and all other services which we may offer are excluded. If you instruct us to do so, we will also provide such other ad hoc services as may be agreed from time to time. These may be the subject of a separate engagement letter. We will discuss and agree our fee for such work when it is commissioned by you. Examples of ad hoc work would include:
- review of existing software for suitability to your business needs; and
 - training your staff in the use of the accounting software.