



ENTRY**SIGN**

EntrySign Solution Support Agreement

Version: 2.0

Effective Date: 1st May 2026

Support Agreement

This Support Agreement (“Agreement”) is entered into between:

Osborne Technologies Ltd of Unit 14 Capitol Court, Capitol Park, Dodworth, Barnsley, South Yorkshire, S75 3UD, United Kingdom (“Supplier”, “Osborne Technologies”, “we”, “us”), and

[Customer Legal Name] of [Customer Address] (“Customer”, “you”).

Together referred to as “the Parties”.

1. Purpose

The purpose of this Agreement is to provide the Customer with access to telephone, remote, and (where necessary) on-site support for the Supplier’s software solution and associated components defined in the relevant covered solution components (“Solution”), together with extended hardware warranty cover for the hardware listed in the relevant covered hardware (“Covered Hardware”), subject to the terms of this Agreement.

2. Definitions

- “Solution” means the complete software solution and supported components listed in the relevant covered solution components.
- “Support Services” means telephone, remote, and on-site support delivered in accordance with this Agreement.
- “Covered Hardware” means the hardware listed in the relevant covered hardware included within the extended hardware warranty portion of this Agreement.
- “Support Terms” means the Supplier’s standard support terms of service (support), available at:
[https://www.osbornetechnologies.co.uk/support/downloads/Terms%20of%20service%20\(support\).pdf](https://www.osbornetechnologies.co.uk/support/downloads/Terms%20of%20service%20(support).pdf)
- “Business Hours” means 08:30–17:00 Monday to Friday (UK time), excluding bank holidays and the period between Christmas and New Year.
- “Incident” means an unplanned interruption to the Solution, or a reduction in service quality.
- “Ticket Reference” means the job reference number issued by the Supplier’s ticketing system confirming a support request has been successfully logged.

2.1 Covered Items

2.1.1 This Agreement applies only to the EntrySign Solution software and any hardware supplied by Osborne Technologies that is included within the Customer’s purchased support agreement. Coverage may vary by product, model, configuration, and purchase date.

2.1.2 Details of the Customer’s purchased support coverage (including any included hardware warranty cover) will be confirmed at the point of purchase and/or on the renewal documentation.

3. Term and Renewal (Non-Automatic Renewal)

3.1 This Agreement begins on the Effective Date and continues for a fixed term ending on the Agreement Term End Date (“Term”), unless terminated earlier in accordance with this Agreement.

3.2 This Agreement does not renew automatically. To maintain continuity of cover, the Customer must purchase a renewal before the end of the Term.

3.3 The Supplier may issue a renewal quotation in advance of the end of the Term; however, it remains the Customer’s responsibility to ensure renewal is completed in time to avoid any lapse in cover.

3.4 If the Agreement expires without renewal, Support Services and extended hardware warranty cover will cease at the end of the Term. Any subsequent support requests may be treated as chargeable and/or may be subject to reinstatement conditions, at the Supplier’s discretion.

3.5 Reinstatement Following a Lapse in Cover (Hardware Healthcheck): If there is any gap in coverage (for example, where the Agreement expires and is renewed at a later date), the Supplier may, at its discretion, require the Customer to complete a hardware healthcheck before extended hardware warranty cover can be reinstated. The hardware healthcheck will be chargeable and will be quoted in advance. The Supplier reserves the right to confirm eligibility of hardware for reinstatement and/or exclude specific items from hardware cover where condition, age, or serviceability prevents support being offered.

3.6 Acceptance of Terms.

3.6.1 This Agreement is not required to be signed by the Customer in order to be legally binding.

3.6.2 By purchasing, renewing, or otherwise using the Support Services (including, but not limited to, logging support requests, accessing support channels, or benefiting from any services provided under this Agreement), the Customer is deemed to have accepted and agreed to be bound by the terms of this Agreement.

3.6.3 If the Customer does not agree to these terms, the Customer must not purchase, renew, or use the Support Services.

4. Scope of Support Services

4.1 Support Channels

Support Services may be delivered via:

- Telephone & email support

- Remote support (including secure remote access where appropriate)
- On-site support where deemed necessary following evaluation by telephone/remote/email support

The Customer acknowledges that the Supplier will ordinarily attempt remote resolution first where appropriate.

4.2 Support Hours

Support is provided during Business Hours (as defined above). Support outside Business Hours is not included unless explicitly stated in the Supplier's published support contact details or agreed in writing.

4.3 How to Raise Support Requests (Logging Tickets)

4.3.1 Support requests must be logged using one of the following methods:

- Electronically via the Supplier's online service form: support.osbornetechnologies.co.uk
- By telephone: +44 (0)1226 295455
- By email: support@osbornetechnologies.co.uk

4.3.2 The Customer must ensure a support request has been successfully logged by obtaining confirmation from the Supplier's ticketing system which includes a Ticket Reference.

4.3.3 A request will be treated as received only once a Ticket Reference has been issued. If the Customer does not receive a Ticket Reference (for example due to email delivery issues, spam filtering, or incomplete submission), the Customer is responsible for following up via an alternative method to ensure the request has been logged.

4.3.4 The Customer should quote the Ticket Reference in all subsequent correspondence relating to that support request to enable efficient tracking and management.

4.3.5 Where support is logged by telephone, the Supplier will create the ticket and provide the Ticket Reference to the Customer verbally and/or via email confirmation.

4.4 Non-SLA Based Support

This Agreement is not a service level agreement (SLA) and does not guarantee specific response or resolution times. Support is provided in line with the Supplier's Support Terms, which describe the Supplier's support process and service aims.

Where the Customer requires guaranteed response and/or resolution times, a separate SLA-based agreement may be discussed and quoted separately.

4.5 Included Support Activities

Support Services include:

- Logging and triage of Incidents
- Fault diagnosis and troubleshooting of the Solution

- Remote remediation where feasible
- Escalation to specialist teams where required
- Scheduling of on-site attendance where necessary
- Support for supported versions/environments of the Solution (as defined in the relevant covered solution components)
- Advice and guidance relating to operation and use of the Solution

4.6 Exclusions (Support Services)

Unless expressly agreed in writing, Support Services do not include:

- Third-party products and services (including software, platforms, APIs, hosting services, licensing services, and other services not supplied or controlled by the Supplier).
- Third-party integrations and dependencies, including where an issue is caused by, or related to, changes made by a third party (for example changes to their service, API, authentication methods, rate limits, policies, availability, or product lifecycle). The Supplier will use reasonable efforts to assist with diagnosing integration-related issues and, where possible, provide advice or workarounds; however, the Supplier cannot guarantee the continuity, availability, or performance of third-party systems or integrations.
- Operating system updates, security patches, firmware updates, drivers, and driver updates supplied or controlled by third parties (including device manufacturers and OS vendors). The Supplier is not responsible for the content, compatibility, performance, or timing of such updates. Where an update causes loss of functionality or impacts the Solution, the Supplier will use reasonable efforts to advise on remediation; however, resolution may depend on third-party action and may constitute chargeable work if it requires changes outside the supported scope.
- Changes to the Customer's environment or infrastructure outside the Supplier's control (e.g., network changes, firewall rules, policies, domain changes, certificates, or security tooling) which impact the Solution.
- New installations, major change projects, migrations, or consultancy services.
- Design and branding changes, including (but not limited to) rebranding, re-theming, screen layout changes, user interface styling, ID card design/layout updates, and any other design or visual changes.
- Support for unsupported versions, environments, or configurations.
- Work required due to misuse, negligence, accidental damage, or unauthorised modifications.

Where an issue falls outside scope (including as further described in clauses 5.10 and 5.11), the Supplier may propose chargeable professional services which will be quoted and agreed in advance where reasonably possible.

5. Extended Hardware Warranty

5.1 Coverage

Where Covered Hardware is included within this Agreement (the relevant covered hardware), the Supplier will provide extended hardware warranty support, which may include:

- Diagnosis of hardware faults
- Repair of hardware failures due to component defect or failure
- Replacement of failed components where parts are available
- Like-for-like replacement where stock is available
- Alternative replacement or upgrade options where repair/like-for-like replacement is not possible (see Section 5.4)

5.2 Hardware Warranty Exclusions

The extended hardware warranty does not cover failures or damage resulting from:

- Misuse, negligence, accidental damage, or unauthorised repair/modification
- Wear and tear, cosmetic damage, or consumable items (unless specified)
- Environmental factors including liquid ingress, fire, excessive heat, dust, or unsuitable conditions
- Power issues (including surges, inadequate power supply, or incorrect cabling)
- Faults attributable to third-party systems, software, or hardware not supplied/approved by the Supplier
- Loss of data, configuration, or software issues not caused by a hardware fault

5.3 Component, Parts and Stock Availability

The Customer acknowledges that the Supplier's ability to repair or replace Covered Hardware is dependent upon the availability of replacement components and/or stock through the manufacturer or supply chain. Availability may change over time due to product lifecycle stage, manufacturing changes, and supplier constraints.

5.4 Repair / Like-for-Like Replacement Not Always Possible – Alternative and Upgrade Options

5.4.1 Certain products may remain covered under this Agreement but may be subject to limitations due to the availability of spare parts or replacement units. In such cases repair may not be possible and/or like-for-like replacement may not be available.

5.4.2 Where this occurs, the Supplier may offer a functionally equivalent alternative or an upgrade option to a current supported model.

5.4.3 Any alternative or upgrade will be discussed with the Customer and offered on a case-by-case basis, with the aim of restoring service as quickly as possible and providing a longer-term supported solution.

5.4.4 Where an upgrade is offered, the Supplier will explain the proposed replacement/upgrade option, compatibility considerations (where known), any improvements or benefits, and any applicable costs (if any), which will be agreed prior to supply.

5.5 End-of-Life Products and Support Agreement Coverage

Some products may reach End of Life (EOL) where spare parts and replacement stock are no longer available. Where a product is designated EOL, the Supplier may remove it from hardware support eligibility and/or support agreement coverage in line with the Support Terms, and will provide notice where practicable.

5.6 Return-to-Base Warranty (Where Applicable)

5.6.1 Some hardware supplied by the Supplier may include a three (3) year return-to-base warranty from new.

5.6.2 Where a support agreement is not in place, or has expired, and the hardware remains within its return-to-base warranty period, the hardware must be returned to the Supplier for inspection, and repair (or replacement) at the Supplier's discretion.

5.6.3 The Customer is responsible for packaging the hardware appropriately for return and for ensuring it is delivered to the Supplier, unless otherwise agreed in writing.

5.7 Advanced Replacement Hardware (Where Offered)

5.7.1 In some cases, and at the Supplier's discretion, the Supplier may provide advanced replacement hardware to the Customer to enable a faster return to service.

5.7.2 Where advanced replacement hardware is provided, the Customer agrees to install/swap-out the replacement hardware as instructed and to return the faulty item to the Supplier within fourteen (14) days of receipt of the replacement hardware.

5.7.3 If the faulty item is not returned within fourteen (14) days, the Supplier reserves the right to issue an invoice to the Customer for the replacement hardware at the Supplier's then-current replacement cost.

5.8 Workshop Diagnosis and Testing (Return-to-Base)

5.8.1 In some cases, the Supplier may not be able to fully diagnose or reproduce an issue on-site and may request that hardware is returned to the Supplier for diagnosis and testing within the Supplier's workshop or test environments.

5.8.2 Where such a request is made, the Customer agrees to return the relevant hardware to the Supplier within a reasonable period to enable further investigation and resolution.

5.8.3 Where appropriate, the Supplier may offer an alternative or temporary solution while diagnosis is undertaken; however, availability is dependent on stock and the specific circumstances of the request.

5.9 Supply-Only Hardware (Manufacturer Warranty)

5.9.1 Some items of hardware supplied by the Supplier may be provided on a supply-only basis at the Customer's request and are not specific to the EntrySign Solution.

5.9.2 Such items may include (but are not limited to) ID-card printers and desktop or network printers used for reporting purposes.

5.9.3 Unless expressly stated in writing, supply-only hardware is covered by the standard manufacturer's warranty only and is not normally included within the Supplier's extended hardware warranty cover under this Agreement.

5.9.4 Where supply-only hardware is covered by the manufacturer's warranty, the Supplier will endeavour to assist the Customer as far as is reasonably practicable; however, the Customer may be required to raise warranty or support requests directly with the manufacturer in accordance with the manufacturer's own warranty and support terms.

5.10 Customer-Provided Hardware Exclusion

5.10.1 Any hardware not supplied by the Supplier (including but not limited to hardware purchased directly by the Customer or via third parties) is expressly excluded from any hardware support, extended warranty, repair, or replacement obligations under this Agreement.

5.10.2 The Supplier may, at its discretion, provide advice or assistance in relation to such hardware; however, any such assistance shall be outside the scope of this Agreement and may be treated as chargeable work.

5.10.3 For the avoidance of doubt, only Covered Hardware supplied by the Supplier and explicitly included within the Customer's support agreement shall be eligible for hardware support and warranty services under this Agreement.

5.10.4 Where the Customer elects to use the Solution on third-party or Customer-provided hardware, the Supplier will use reasonable endeavours to provide software support in good faith; however, the Supplier does not warrant or guarantee that all features, functionality, or performance of the Solution will operate without issue on hardware that has not been tested, certified, or approved by the Supplier.

5.10.4.1 Where the Solution is installed on Customer-provided or third-party hardware (including, but not limited to, desktop PCs, laptops, or other user-managed devices), the Supplier's support obligations are limited strictly to the Solution itself.

5.10.4.2 The Supplier shall have no obligation to investigate, diagnose, or resolve issues relating to the underlying hardware, operating system, drivers, or other third-party software installed on such devices.

5.10.4.3 Where an issue is identified or reasonably suspected to originate from the Customer's hardware, operating system, drivers, or wider environment, the Customer shall be responsible for resolving such issues.

5.10.4.4 The Supplier may, at its discretion, provide guidance; however, this shall be outside the scope of this Agreement and may be treated as chargeable work.

5.10.5 The Customer acknowledges that the use of the Solution on third-party or Customer-provided hardware may result in compatibility, performance, or stability issues.

5.10.5.1 Where such issues arise, resolution may require changes to the Customer's environment, use of supported hardware, or other remedial actions outside the scope of standard Support Services.

5.11 Hardware Lifecycle and Future Compatibility

5.11.1 The Customer acknowledges that hardware has a finite operational and support lifecycle. The Supplier recommends that hardware used with the Solution is refreshed on a programme not exceeding five (5) years from original deployment, with periodic review recommended to ensure continued performance and compatibility.

5.11.2 The Supplier will use reasonable endeavours to maintain compatibility of the Solution with supported hardware; however, support for future software releases will generally be targeted at hardware up to twelve (12) months old at the time of release.

5.11.3 Due to the evolving nature of technology, new features, and platform dependencies, the Supplier does not warrant or guarantee that any hardware will support all future features, functionality, or performance enhancements for any period of time.

5.11.4 The Supplier guarantees that hardware supplied by the Supplier will operate with the version of the Solution with which it was originally supplied, subject to the terms of this Agreement.

5.11.5 The Supplier does not guarantee compatibility with future operating system versions, updates, firmware, drivers, or third-party platform changes. Where such changes impact functionality, remediation may require hardware refresh, configuration changes, or may fall outside the scope of standard Support Services.

6. Customer Responsibilities

6.1 Backups and Data Protection Responsibilities

6.1.1 The Customer is responsible for maintaining adequate and regular backups of all data, configurations, and systems associated with the Solution. The Supplier does not automatically back up Customer data unless expressly agreed in writing.

6.1.2 In the event of a failure or issue which results in loss of data, the Supplier will make reasonable efforts to assist the Customer in restoring data from the Customer's available backups; however, the responsibility for performing and verifying adequate backups remains with the Customer.

6.1.3 The Supplier shall not be responsible or liable for any loss of data arising from hardware or software failures, third-party issues, or any measures or actions performed as part of a support request, except where such liability cannot be excluded under applicable law.

6.1.4 To enable effective support, the Customer will:

- Provide accurate information when raising Incidents
- Ensure reasonable access to systems and environments for remote support
- Ensure suitable and safe site access for on-site visits where required
- Maintain appropriate backups of data and configurations
- Use the Solution and Covered Hardware in accordance with Supplier guidance and manufacturer recommendations
- Ensure only authorised contacts raise support requests and approve access/attendance
- Maintain appropriate network connectivity and security controls for remote support

7. On-site Support

On-site attendance will only be arranged where initial investigation and troubleshooting via telephone and/or remote support has been attempted and an on-site visit is deemed necessary by the Supplier.

The decision to schedule an on-site visit is made by the Supplier based on the information available and is not provided solely by request of the Customer.

The Customer agrees to facilitate reasonable remote troubleshooting steps and, where required, to provide suitable remote access to the Solution and relevant systems. Where the Customer is unable or unwilling to facilitate remote troubleshooting and/or provide remote access, and the issue could reasonably have been resolved remotely, any resulting on-site visit may be treated as chargeable work.

7.1 On-site attendance will be arranged where remote resolution is not possible or appropriate.

7.2 On-site visits will be scheduled in line with the Supplier's standard support process described in the Support Terms.

7.3 Travel and expenses for on-site visits are included within mainland UK unless otherwise stated in writing by the Supplier.

7.4 The Customer must ensure the site complies with relevant health and safety requirements and provides a suitable working environment.

8. Charges and Payment

8.1 The support fee for this Agreement is as stated in the quotation provided by the Supplier for provision and/or renewal (plus VAT where applicable).

8.2 Invoices are payable within [30] days of invoice date and otherwise as per our general terms and conditions of business.

8.3 Chargeable services may include out-of-hours support (if not included), work outside scope (projects, consultancy, major changes), work relating to unsupported configurations/products, and repairs excluded under Section 5.2. Where chargeable work is required, the Supplier will provide a quote for approval where reasonably possible.

9. Confidentiality

Each party will keep confidential any non-public information obtained as a result of this Agreement and will use it only to perform obligations under this Agreement.

10. Data Protection

Both parties will comply with applicable data protection legislation (including the UK GDPR and Data Protection Act 2018). Where the Supplier accesses personal data in the course of providing Support Services, it will do so solely to deliver support and in accordance with the Supplier's applicable privacy and data protection arrangements.

11. Limitation of Liability

11.1 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded or limited under applicable law.

11.2 Subject to clause 11.1, the Supplier's total liability arising under or in connection with this Agreement (whether in contract, tort, negligence, or otherwise) shall be limited to the total charges paid by the Customer under this Agreement in the 12 months immediately preceding the event giving rise to the claim.

11.3 Subject to clause 11.1, the Supplier shall not be liable for indirect or consequential loss, including loss of profit, loss of business, loss of goodwill, or loss of data.

12. Termination

12.1 Either party may terminate this Agreement by giving [30/60/90] days' written notice.

12.2 Either party may terminate immediately by written notice if the other party commits a material breach and (if capable of remedy) fails to remedy within 30 days of written notice.

12.3 On termination, Support Services will cease at the end of the termination period and any outstanding sums will remain payable.

13. Relationship with Standard Support Terms

13.1 This Agreement incorporates the Supplier's Support Terms by reference and the Support Terms apply to the provision of Support Services.

13.2 If there is any conflict between this Agreement and the Support Terms, the order of precedence shall be: (1) this Agreement (including schedules), then (2) the Support Terms, then (3) any applicable purchase order (only to the extent agreed in writing by the Supplier).

14. General

14.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings, or arrangements (whether written or oral).

14.2 Amendments

Subject to Clause 14.4 (Changes to this Agreement), no variation or amendment to this Agreement shall be effective unless it is made in writing and expressly agreed by both parties.

14.3 Severability

If any provision of this Agreement (or part of any provision) is held to be invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.

14.4 Changes to this Agreement

The Supplier reserves the right to update or modify this Agreement from time to time to reflect changes in the Solution, Support Services, technology, or business practices.

The latest version of this Agreement will be made available via the Supplier's website or otherwise communicated to the Customer.

Continued purchase, renewal, or use of the Support Services following any such update shall constitute acceptance of the revised terms.

No variation proposed by the Customer shall be effective unless agreed in writing by the Supplier.

15. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, fire, flood, pandemics, strikes, or failures of utilities or telecommunications networks.

17. Assignment and Subcontracting

17.1 The Customer may not assign, transfer, or otherwise deal with its rights or obligations under this Agreement without the prior written consent of the Supplier (not to be unreasonably withheld).

17.2 The Supplier may assign this Agreement or subcontract any of its obligations to a suitably qualified third party, provided that the Supplier remains responsible for the performance of such obligations.

18. Suspension of Services

18.1 The Supplier reserves the right to suspend Support Services where:

- (a) The Customer is in material breach of this Agreement; or
- (b) Payment of undisputed invoices is overdue by more than thirty (30) days.

18.2 The Supplier will provide reasonable notice prior to suspension where practicable. Support Services will be reinstated promptly once the issue giving rise to the suspension has been resolved.

18.3 The Supplier shall not be liable for any loss, interruption, or disruption arising from such suspension.

19. Intellectual Property Rights

All intellectual property rights in the Solution, documentation, and any materials provided by the Supplier remain the property of the Supplier or its licensors.

Nothing in this Agreement transfers ownership of intellectual property rights to the Customer. The Customer is granted a non-exclusive, non-transferable right to use the Solution in accordance with applicable licence terms.

20. Third Party Rights

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.