

Software Support and Maintenance Contract

Terms and Conditions



1. PERIOD OF AGREEMENT

The agreement will be for a period of one year starting as stated on the contract email (Contract).

2. SCOPE

AIT Spatial Ltd (AIT) will provide support in relation to the software product(s) detailed on the Contract to the person designated on the agreement or to a nominated representative(s).

3. RESPONSE TIMES

- 3.1) AIT telephone/email support will be available on all normal working days, with the aim being able to take all incoming calls immediately. AIT will use its best endeavours to achieve a target response time of one hour from receipt of phone call.
- 3.2) The following information must be supplied for each call/email using the telephone number below, response cannot be guaranteed if any other number is used.
 - Reference Number
 - Company Name
 - Contact Name
 - Telephone Number
 - Outline of problem
- 3.3) Telephone/Email support will be available between the following times, excluding Bank Holidays:

Monday to Friday, 9.30 am - 5.00 pm

Tel: +44(0)1462 816648

support@aitspatial.co.uk

4. EXCLUSIONS

AIT cannot be obliged to honour the services outlined in the Contract if the problem has arisen as a result of:

- 4.1) The improper or incompetent use, operation or neglect of either the software or hardware equipment.
- 4.2) Insufficient training on the part of the customer.
- 4.3) Installation of the nominated product(s), unless these products have been installed by a member of AIT staff or any agent of AIT working under their direction.
- 4.4) The modification of the software or its merger (in whole or in part) with any other software.
- 4.5) The failure by the customer to implement recommendations in respect of or solutions to faults previously advised by AIT.
- 4.6) Any repair, adjustment, alteration, modification of the software by any person other than AIT without AITs' prior written consent.
- 4.7) Any breach by the customer of any of its obligations under any other hardware or software maintenance agreement that may be in place at the time.
- 4.8) The use of the software or equipment for a purpose for which it was not designed.
- 4.9) Any update or installation alterations to operating systems or third party applications.

5. CHARGES

- 5.1) Annual payment should be received within 30 days of the Start Date of the Contract and are subject to the AIT Conditions of Business.
- 5.2) AIT, may at its own discretion, withhold support services until the annual fee has been paid in full.
- 5.3) AIT may vary the annual charge for any service provided it gives the customer at least 30 days prior notice in writing of such variation.
- 5.4) All charges quoted are exclusive of VAT.

6. TRANSFER

The customer may not transfer this Contract to any other party without the prior written agreement of AIT.

7. TERMINATION

AIT may terminate the Contract immediately if the customer neglects or fails to comply with any of these conditions. The Contract will terminate without further notice if the customer becomes bankrupt, or makes an agreement with its creditors or goes into liquidation.

8. LIMITATION OF LIABILITY

THE CUSTOMERS ATTENTION IS DRAWN TO THIS CLAUSE REGARDING AIT SPATIAL LIMITATION OF LIABILITY.

The liability for any breach by AIT of its contractual obligations arising under this agreement shall be limited to damages of an amount equal to the total value of the support contract. In any event, AIT shall not be liable to the customer in respect of loss of profits, goodwill or any type of special indirect or consequential loss even if such loss was reasonably foreseeable or AIT had been advised of the possibility of the customer incurring the same.

9. GENERAL SUPPORT

- 9.1) AIT will not be liable, nor deemed to be in default, for any delay or failure in performance under this agreement, or interruption of the services due to causes beyond the reasonable control of AIT.
- 9.2) This contract sets out the entire terms of the agreement between the parties and replaces and supersedes all other agreements or misrepresentations.
- 9.3) The agreement will only be valid if a Software Support Contract is purchased for all licenses of the product(s) to be covered at the designated site.

10. PROACTIVE SUPPORT

- 10.1) AIT will require the content of the day to be pre-qualified in advance.
- 10.2) Software Development is not included under Proactive Support.
- 10.3) Proactive days can be 'called-off' over a given time period but are subject to the availability of AIT and other normal time constraints.

11. CALL-BY-CALL SUPPORT

- 11.1) Each call made to the AIT is chargeable at the agreed rate.
- 11.2) Up to 1 hour of dedicated time is provided for each call.
- 11.3) Additional time required by AIT to solve the issue will be agreed with the customer in advance.

12. PROJECT MANAGEMENT SUPPORT

- 12.1) This will not necessarily be PRINCE2 compliant.
- 12.2) All terms and conditions relating to the requested project are covered in the Project Proposal provided by AIT.

13. REMOTE ACCESS

- 13.1) Once the initial test checks have been completed, AIT will not be responsible for any technical alterations done on-site by the client, which may result in problems with Remote Access.
- 13.2) AIT will require appropriate technical staff or appointed representative to be available when any Remote Access takes place.
- 13.3) AIT is not responsible for any other software not included as part of this Contract.

14. SOFTWARE MAINTENANCE (IF TAKEN)

- 14.1) The provision, when available, of free upgrades of all products licensed to you. This does not include any third party applications supplied, such as Autodesk or Microsoft products.
- 14.2) Hosted license version – notes on updates will be relayed when completed.
Local license version – notification of a new version will be issued (installation costs will apply as agreed).
- 14.3) Valid during the period of the Contract only.

If you have any queries concerning this contract please contact AIT on +44(0)1462 816648.