

Appendix B

Software Service Agreement Terms & Conditions

WHILE THIS AGREEMENT IS IN FORCE: CUSTOMERS ENJOY ALL OF THE FOLLOWING BENEFITS:

ACCESS TO OUR HELP DESK

Available to help with any queries or problems that you may have in the operation of the Supported Software.

In the event that telephone communication or our remote diagnostic service fails to resolve the problem, then Ascot Business Solutions Ltd will arrange for a specialist to visit your site in line with the support schedule Agreement terms and conditions.

The software helpdesk is open from 9.00am to 5.00pm Monday to Thursday and 9.00am to 4.00pm on Friday excluding bank holidays and other public holidays, and can be contacted through Ascot Business Solutions Limited Head Office main switchboard number 0845 3510570 or via email (support@ascot-solutions.co.uk).

This agreement provides a standard "8 + 8" response / repair matrix, offering 8 hour response and 8 hour repair target times. These target hours are based on standard working hours

ONSITE SUPPORT

If Ascot Business Solutions Ltd assesses it to be appropriate; an onsite support call will be arranged. This includes all labour associated with required software support of the software application. This does not cover call-outs, which are the result of problems arising from changes you have made, problems with the software caused by the failure of your systems or other software, administrative issues (including loss of data) or assistance with issues which are dealt with during training. Under these circumstances, and to assist you in the resolution of the problem, we may propose a course of action, for which a charge may be applicable.

Ascot Business Solutions Ltd warrants that support will be provided by appropriately qualified and trained personnel.

FREE WITHIN VERSION UPDATES

Free updates within the version of the Supported Software you have purchased will be provided either to resolve a problem, during a callout service or upon your request. If the update is at your request and is unrelated to an outstanding fault, a labour charge will be levied.

ADDITIONAL END-USER TRAINING

Extra training can be purchased at a preferential rate.

SOFTWARE SUPPORT AGREEMENT

Unless otherwise specified separately within the comments section of this Agreement, the duration of this Agreement is for a 12-month period on a rolling contract basis and will continue for further 12-month periods from the anniversary unless cancelled by either party giving 90 days notice in writing prior to the anniversary date.

Unless otherwise specified in the Order or otherwise agreed to in writing by Ascot Business Solutions Ltd, the Software Support Agreement shall only apply in relation to the current and immediately preceding release version of the Software.

For the avoidance of doubt, the Software Support Agreement includes the provision by Ascot Business Solutions Ltd of within version updates or such like, then such updates shall be supplied subject to the same terms as those on which the Supported software application was supplied by Ascot Business Solutions Ltd. For the avoidance of doubt, the Software Support Agreement does not include the provision of any improvements, enhancements, modifications or changes of any nature whatsoever required for any other software (including any other item of the Supported Software) as a result of provision of the Software Support Agreement.

For the avoidance of doubt, Ascot Business Solutions Ltd shall have no responsibility for the costs of any changes to the Customer's System (whether of a hardware or of a software nature) which may be required to install or use corrections, modifications, enhancements, file extensions or new releases of the software.

DUTIES OF CUSTOMER

The Customer shall:

Liaise and co-operate fully with Ascot Business Solutions Ltd in relation to the Software Support Agreement and to this end make available to Ascot Business Solutions Ltd, if required, appropriately skilled employees who are familiar with the Customer's operations.

At all reasonable times provide full and free access to the Supported Software and the Authorised Processor to Ascot Business Solutions Ltd, its employees and agents and provide them with adequate working space and, at its own expense, such telecommunication facilities as are reasonably required to enable the Ascot Business Solutions Ltd Support personnel to contact Ascot Business Solutions Ltd Head Office or Support Centre. In particular, the Customer shall ensure that the Ascot Business Solutions Ltd employee is not delayed in gaining access to the Supported Software and / or the Authorised Processor due to any act, neglect or default on the part of or attributable to the Customer.

Notify bugs and errors in the Supported Software promptly to Ascot Business Solutions Ltd.

Not alter, modify, or enhance the Supported Software or merge it with other software save pursuant to routine maintenance activities as advised by Ascot Business Solutions Ltd or following other instructions from or authorisation by Ascot Business Solutions Ltd.

Appoint a key operator or supervisor to be responsible for contact with Ascot Business Solutions Ltd.

As the end user of the Supported Software you will necessitate a number of maintenance and user guidelines to be taken:

- Use the inbuilt Maintenance Tools, to be run periodically or otherwise, as recommended by Ascot Business Solutions Ltd personnel.
- Folder sizes should not to exceed that of CD or DVD media, which are easily transportable, typically for the purpose of backup and removal off site.
- Ensure that regular data backups are performed.
- Failure to carry out and/or follow the recommended guidelines may result in additional charges being levied if we are required to repair a fault that is in relation to these guidelines not having been followed.

EXTRA CHARGES

In the event: The Customer has breached or in breach of any of the provisions of this agreement (including, without limitation, the Software Licence Terms and Conditions or the Support Agreement Terms and Conditions) or the agreement under which the Supported Software was supplied, or the Serviced Software requires maintenance or an increase in normal support time by reason of the fault or negligence of the Customer, it's employees or agents, the fault or failure of any other software or other item not comprised in the Supported Software Application or for any reason other than normal use: then if Ascot Business Solutions Ltd, in its sole discretion, provides support services for any item of the Supported Software Application, Ascot Business Solutions Ltd shall have the right to levy such additional charges as Ascot Business Solutions Ltd shall deem reasonable.

The aforesaid right is without prejudice to any other rights which Ascot Business Solutions Ltd may have including, without limitation, termination or suspension of the provision of the Support Agreement.

For non-mainland UK customer sites where it is deemed necessary for a technical visit to take place You agree to pay any additional expenses incurred by Ascot Business Solutions Ltd, such as for flights and hotel costs if required.