



fmfirst®

PRODUCT SUPPORT & LICENCE AGREEMENT

1. Definitions

- a. "Company" means Asckey Data Services Limited.
- b. "Customer" means the organisation licensed to use the Applications and signatory to this Agreement.
- c. "Application(s)" means the computer software products that are part of the fmfirst® suite ie a product or product variant prefaced by the term fmfirst®.
- d. "Version Supported" means the edition of the Application that is current (latest issue) or its previous 2 versions up to 12 months old.
- e. "Application Status" means whether or not an application is being actively developed: "Current" means subject to onward development to produce future new versions and "Legacy" means not subject to development and with no future versions.
- f. "Support" means a range of services, available to the Customer, depending on which are contracted for, and comprising:
 - i. Standard Support:
 1. Application Update – the issue of upgrades to and new versions of a Live Application;
 2. Help Desk - accessible via telephone, post or email; handling requests for Customer advice regarding the use of the Application; investigating suspected program errors reported by the Customer; providing verbal assistance with the installation of new versions and product updates;
 3. Remote Access Support – secure remote access to the Customer's computer installation facilitated by the Customer for the Company's use;
 4. Remote Database problem resolution – where a problem is caused by data corruption or inconsistency, the Company may resolve it by direct database intervention with no program change in the Application;
 5. Remote Installation and Configuration provides the physical execution of the work on the server installation required to install and configure an upgrade or new version;
 6. Remote System Review and Management is the performance of routine tasks to manage the systems environment and optimise the performance of the Application.
 - ii. Hosted Support is Standard support plus the following:
 1. Provision of a fully managed server environment within the Company's organisation.
 2. Regular preventative maintenance and support.
 3. Additional services may be included depending on product applications licenced by the Customer.
- g. "Directly Engaged Service" means work by the Company requested by the Customer, arising out of a need or problem on the Customer's part and not covered by the specific Support Level contracted for.
- h. "Exclusions from Support" means Customer issues or problems clearly relating to a Customer's hardware, network, operating system and other 3rd party software outside the Application.

2. Obligations of Customer

- a. Customer will install and operate the Application at the current version (latest issue) or at least its previous 2 versions up to 12 months' old, following the current version of the Company's recommended server, client and browser specifications as shown in Appendix 1 attached.
- b. Customer will ensure that the Application is used for the purposes and in the manner intended.
- c. The Customer will allow, upon request from the Company, remote support access to both the application and database servers for routine maintenance, product support and/or product upgrade purposes.
- d. Customer will ensure that individuals duly authorised to operate the Application (in part or whole) are adequately trained.
- e. Customer will operate this Support Agreement according to the Operational Protocol.
- f. Customer will not change or attempt to change any program, routine or database design that is part of the Application.
- g. Customer will have in place procedures for the appropriate approval of Directly Engaged Services.
- h. Customer will pay in accordance with credit terms all correct invoices.

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3. Prices, Payments & Cancellations

- a. Prices for Annual licences will be set each year from 1st April and will be invoiced by the Company annually in advance and will be paid by the Customer within the terms stated on the invoice.
- b. Directly Engaged Services will be priced by the Company at its current hourly rates for the time taken to perform the work involved plus any expenses incurred specifically for its performance. Company will invoice the Customer directly upon completion of the work and Customer will settle directly within the Company's credit terms. Where work exceeds one calendar month in duration, monthly billing in arrears will take place.
- c. Some services such as training are payable in advance of the training taking place.
- d. Failure to comply with payment terms can result in additional charges. Payment terms will also be reviewed and revised based on the customer's compliance of those payment terms.
- e. A minimum of three full month's cancellation is required in writing to the Commercial Director, Asckey Data Services Ltd, Church End Farm, Warboys Road, Pidley, Huntingdon, Cambridgeshire, PE28 3DA.
- f. Where the effective cancellation date occurs before 75% of the full contract term, discounts previously given for any extended term will be recovered and charges incurred in cancellation will be chargeable.

4. Consequences of Non-Payment

- a. Customer must suspend any use of the Product. The Company reserves the right to attend on site to remove any software.

5. Operational Protocol

- a. Support may be conducted by remote access, telephone, email or post, whichever is most appropriate to the circumstances.
- b. Support is available Monday to Friday between the hours of 09.00 and 16.00.
- c. Out of hours support can be arranged by prior appointment and at additional cost.
- d. The Company will log each call in its Support management system and allocate it a unique reference number, as well as date and time stamping the call.
- e. The unique reference number will subsequently be used by all parties in any communication.
- f. The Company will task a member of its team with the handling of each call.
- g. The Company will acknowledge receipt of a call and provide an initial assessment response within 1 working hour, 2 working hours, 3 working hours or 1 working day of the time received for Priority Codes 1, 2 or 3 respectively.
- h. Where a call is received such that its response time cannot be met within support day's availability, then the initial response may carry over to the next working day.
- i. The Company will allocate a Priority Code (1, 2, or 3) based on severity as part of the Company's assessment.
- j. Full resolution will be provided within 2, 5 or 10 working days for Priority Codes 1, 2 or 3 respectively.
- k. Where investigation of a reported problem reveals that the cause is not in fact any fault with the Application, the investigation time and any further intervention by the Company are chargeable to the reporting Customer organisation, as defined above in respect of a Directly Engaged Service.
- l. Where full resolution requires a program (or equivalent) change within the Application, then the call will be closed and cross-referred to a new Application Maintenance task and scheduled with other work that makes up future upgrades and releases of the Application.

6. General

- a. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- b. Wherever applicable, Value Added Tax will be added when invoicing occurs.

Organisation _____

Name _____

Signature _____

Date _____