The Software Maintenance Plan



Mainline

Computers Ltd



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SOFTWARE SUPPORT CONTRACT

THIS AGE		is made this day of until the day of							
(1)	Mainline	Computers Ltd of 11 Morritt Drive, Halton, Leeds West Yorkshire LS15 7HZ and							
(2)		("The Client")							
<u>WHEREA</u>	<u>S</u> :-								
(A)	Mainline (ainline Computers will support the Client's installation of the computer system described in the undernoted Schedule ("The System").							
(B)	Mainline Computers has agreed to provide support to the Client in connection with the operation of the System upon the following terms.								
NOW IT IS	S HEREBY.	AGREED as follows:-							
1.	The Sup	port Period							
	in force ex	This Agreement and the charges shown in the Schedule shall be effective from the date of commencement shown below and shall remain in force except as stated for a period of Twelve months. It may then be terminated by either party giving THREE months written notice to the other. Otherwise this Agreement will remain.							
2.	The Sup	port							
	2.1	Nature of Support							
		Mainline Computers shall assist the Client in the operation of the System during the Support Period. Such assistance shall take the form of the professional advice of Mainline Computers staff.							
	2.2	Advice at the Telephone							
		During the Support Period Mainline Computers shall provide unlimited advice on the telephone free of any charge or fee. All requests for such advice will be logged and should an immediate response be unavailable Mainline Computers will return the call within 4 business hours of the original request being received.							
	2.3	Advice at the Customer's Premises							
		The Client is entitled to two personal visits during the Support Period, subject to a maximum duration of 4 hours per visit. These visits will be charged at 75% of Mainline Computers hourly rate plus callout fee, from time to time in force (currently being Eighty Pounds per hour). Mainline Computers will attend to the Client's request for a personal visit within 20 business hours of such a request being received.							
3.	General								
	3.1	This Agreement is personal to the Client and may not be assigned without Mainline Computers consent.							
	3.2 Notwithstanding any other provision of this Agreement, the Support Period shall immediately come to an end up occurrence of any of the following events:-								
		(a) The Client failing to make any payment due to Mainline Computers within 14 days of the due date; or							

3.3 In this Agreement a business hour will be any hour between 9.30 am and 17.30 pm Monday to Friday, excluding all bank and public holidays.

Either party going into liquidation or having a Receiver appointed over all or part of its undertaking.

(b)

- 3.4 In calculating the time spent upon any personal visit to the Client, such visits shall be deemed to have commenced upon Mainline Computers representative leaving his usual place of work and to have ended upon his leaving the Client's premises.
- 3.5 The liability (if any) of Mainline Computers to the Client whether for breach of any contractual term (whether express or implied), negligence or howsoever otherwise shall be limited to an obligation on the part of Mainline Computers to reimburse the Client with any reasonable expense suffered by the Client in obtaining advice elsewhere in relation to the operation of the System.
- 3.6 In determining whether Mainline Computers shall be in breach of this Agreement it is understood that although Mainline Computers shall endeavour to comply with the time limits referred to herein, time shall not be of the essence in this Agreement.

	3.7 Without Prejudice to the generality of clause 3.5 Mainline Computers shall have no liability whatsoever for any of the following:-								
		b) Any p c) The m Main d) The u e) Any c	naintenance or supply of had been computers Ltd. pdating of software. onsequential loss or dama	use of any equipm hardware, unless t age suffered by the	ne client also has a Hardwa Client howsoever caused				
		f) Any delay or for the consequences of any delay in fulfilling any of its obligations under this Agreement if such delay is due to any cause beyond its reasonable control.							
	3.8								
4.	Escrow.								
	such agre		addition to the softwar			nuters Ltd the annual cost of any d seperately in "Details Of			
5.	Date of	commencement	:-						
AS WIT	NESS	whereof the duly first before writte	•	es of the parties he	reto have hereunto set thei	r hands the day and year			
SIGNED	for and o	on behalf of Main	aline Computers Ltd	I)	PRIN	NT			
in the pro	esence of:-)	PRI	NT			
SIGNED	for and	on behalf of the	CLIENT)	PRI	NT.			
	esence of:-		CLIENT)	PRI				
in the pro	escince of.			,	1 111				
			Details Of	<u>Configurat</u>	ion Covered				
	QTY		SERVICE DESC	CRIPTION		AMOUNT			
	1								
	2								
-	2								
-	3								
-	2 3 4								
-	2 3 4 5								