

The Software Maintenance Plan



Mainline Computers Ltd



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SOFTWARE SUPPORT CONTRACT

THIS AGREEMENT is made this day of until the day of
BETWEEN :-

(1) **Mainline Computers Ltd of 11 Morrith Drive, Halton, Leeds West Yorkshire LS15 7HZ and**

(2) _____ ("The Client")

WHEREAS :-

- (A) Mainline 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 HEREBY AGREED as follows:-

1. The Support Period

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 Support

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 Assistance using Citris GoToAssist

During the Support Period Mainline Computers shall provide unlimited support sessions using GoToAssist to aid the StarTurn user with problems which may occur.

2.3 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.

2.4 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 One Hundred and Twenty Five 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 upon the 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
- (b) Either party going into liquidation or having a Receiver appointed over all or part of its undertaking.

3.3 In this Agreement a business hour will be any hour between 9.30 am and 17.00 pm Monday to Friday, excluding all bank and public holidays.

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 :-

- a) Any loss of data, however caused.
- b) Any problem arising out of the use of any equipment or software not identified in the Schedule attached hereto.
- c) The maintenance or supply of hardware, unless the client also has a Hardware Maintenance contract with Mainline Computers Ltd.
- d) The updating of software.
- e) Any consequential loss or damage suffered by the 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 This Agreement sets out the entire understanding of the parties with respect to the subject matter hereof and sets out Mainline Computers Ltd total liability to the Client whether in contract, tort or otherwise in respect of its obligations and liabilities and is in lieu of and excludes all conditions and warranties implied by statute or otherwise.

4. Escrow.

If the client request a single beneficiary escrow agreement be in force with Mainline Computers Ltd the annual cost of any such agreement will be in addition to the software support agreement and will be itemised separately in "Details Of Configuration Covered" below.

5. Date of commencement :-

AS WITNESS whereof the duly authorised representatives of the parties hereto have hereunto set their hands the day and year first before written.

SIGNED for and on behalf of **Mainline Computers Ltd**) **PRINT** _____

in the presence of:-) **PRINT** _____

SIGNED for and on behalf of the **CLIENT**) **PRINT** _____

in the presence of:-) **PRINT** _____

Details Of Configuration Covered

<i>QTY</i>	<i>SERVICE DESCRIPTION</i>	<i>AMOUNT</i>
<i>1</i>	<i>Each StarTurn Company</i>	<i>£600.00</i>
<i>2</i>	<i>Each additional StarTurn User</i>	<i>£ 60.00</i>
<i>3</i>		
<i>4</i>		
<i>5</i>		
<i>6</i>		
<i>7</i>		
<i>8</i>		

TOTAL AMOUNT PAYABLE ANNUALLY

£

NB: VAT at current rate to be added.