

## **Software Support Terms and Conditions - 2010**

*(This document is to be used in conjunction with our support agreement)*

Johnson Software Design Ltd (JSD) provides a software support agreement that can be applied to both software packages and websites.

### **Support Overview:**

Costs: by individual quote.

Covering: an on call charge, and a time spent portion.

This to be reviewed at least yearly and may be varied depending on time actually spent.

This package is normally only available for specific packages, e.g. either packaged or tailor made software, that JSD has produced, however a reduced level of service is available for Microsoft Office, Windows, and Servers.

### **Unlimited help and advice**

A support agreement gives the customer unlimited access to JSD's expert staff.

JSD offer unlimited help and advice within normal office hours 9-5:30 Monday to Friday.

### **On Site Call Outs / Disaster Recovery**

We offer our time related to support issues on site at half price. Training is also offered at half price for customers who have a support agreement.

### **Incident Reporting System**

JSD operate an incident reporting system that has to be followed. It allows clear and concise communication between the customer and JSD and should be used at all times.

### **Service Level Agreement**

JSD warrant acknowledging each incident report within 4 hours. The customer decides the incident severity, from the following:

- A - Emergency
- B - Urgent
- C - Non-Urgent
- D - Low

The warranted response time is as follows:

- A - Solution within 5 working days
- B - Solution or workaround within 10 working days
- C - Solution or workaround within 30 working days
- D - Solution or workaround by the next scheduled software release (i.e. agreed with the customer).

N.B. If a workaround is provided, the solution becomes Cat D unless otherwise agreed.

If JSD do not meet these timescales, we give the customer time credits to spend, calculated at the following

Credit = Working Time SLA missed by / 4

### **Free Upgrades**

Depending on the package, free upgrades are available at JSD's discretion. This is normally for packaged products. For tailor made, we offer free releases, i.e. we don't charge for our time spent in creating any releases, although the work itself is usually chargeable.

## **Payment Policies**

All accounts are set up on a prepay basis. Although JSD reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due each anniversary year following the date the account was established.

All renewal payments must be received at least 14 days in advance of the renewal date to ensure that no disruption to the service is incurred. JSD reserves the right to suspend this and other services until any outstanding debt is cleared.

Payment can be annually, quarterly or monthly by standing order.

Failure of the customer to fully pay any invoice by the applicable due date shall be deemed a material breach of these Terms and Conditions justifying suspension of the performance of the Services by JSD, and will be sufficient cause for immediate termination of this agreement.

## **Cancellation and refunds**

Fees charged on a prepay basis are non-refundable.

## **Indemnification**

The customer agrees that it shall defend, indemnify, save and hold JSD harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against JSD, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the customer, its agents, employees or assigns.

The customer agrees to defend, indemnify and hold harmless JSD against liabilities arising out of:

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with JSD server;
- (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement and
- (4) any defective products sold to customer from JSD's server.

## **Disclaimer**

JSD will not be responsible for any damages your business may suffer. JSD makes no warranties of any kind, expressed or implied for services we provide.

JSD disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by JSD and its employees.

JSD reserves the right to revise its policies at any time.