

SOFTWARE SUPPORT AGREEMENT

Between:

Eureka Solutions (Scotland) Ltd
James Watt Building
Scottish Enterprise Technology Park
East Kilbride
South Lanarkshire
G75 0QD
("Eureka Solutions")

and

("The Customer")

DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

"Agreement"	means this Agreement between EUREKA SOLUTIONS and the Customer, including all plans, specifications, drawings and other documents referred to in this Agreement which may be or are agreed by the parties to form part of this Agreement.
"EUREKA SOLUTIONS Software"	means software written by EUREKA SOLUTIONS.
"3rd Party Software"	means all software not written and developed by EUREKA SOLUTIONS, and is re-sold by EUREKA SOLUTIONS to the Customer.
"The Software"	means all the software to be included in this Agreement.

1. TERMS OF CONTRACT

This contract is for the provision of software support services between the hours of 9 am to 5 pm Monday to Friday (excluding public and seasonal holidays). The Software to be supported, together with the costs of support under this Agreement, are detailed in Schedule A below.

2. SUPPORT PROVIDED UNDER THIS AGREEMENT SHALL INCLUDE:

- Telephone help-desk facilities between 0900 and 1700 hours Monday to Friday (excluding public and seasonal holidays), including support provided via remote access. Initial response will be within 8 working hours of call placed by the Customer.
- Information on new versions and upgrades to the Software.
- Reporting of errors in any Sage or 3rd Party Software to the licence owners of that software. EUREKA SOLUTIONS will provide assistance to the customer in reporting such errors to the license owner of such 3rd Party Software and in obtaining upgrades wherever possible. Should the license owner make any charge for upgrades and new versions, such cost is specifically excluded from this Agreement.
- In the case of the EUREKA SOLUTIONS Software, correction of any error is included. EUREKA SOLUTIONS may, in its sole discretion, correct such errors by "patch" or by new version.

3. SUPPORT NOT INCLUDED AND WHICH SHALL BE CHARGED FOR:

The following are specifically excluded from the support charge, and will be charged at EUREKA SOLUTIONS's normal hourly rate.

- On-site support, including travelling time
- Support of any Software not detailed in Schedule A
- Restoring data from backup
- Rectification of lost or corrupted data arising from any cause other than EUREKA SOLUTIONS's own negligence
- Support required due to any alterations, additions or variations to the Software or the operating environment
- Attendance to faults caused by using the Software outside specifications or outwith the provisions laid down in any documentation or manual supplied with the Software

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- (g) Diagnosis and/or rectification of problems not associated with the Software
- (h) Loss or damage caused by operator error or omission
- (i) Design, creation or amendment of reports using ODBC or report writers; amendment to stationery layouts
- (j) Support of any amendments to the Software not made by EUREKA SOLUTIONS
- (k) Installation of new versions and upgrades to the Software.
- (l) Service requested by the customer outside EUREKA SOLUTIONS's normal working hours

4. NOMINATED SUPPORTED PERSONS

Support shall be provided only to those persons who have received sufficient levels of training in, or can demonstrate adequate knowledge of, the supported software.

5. CHARGES

The support charges are as detailed in Schedule A and are payable before the commencement date.

The charges are fixed for the initial period of the Agreement, but are subject to change without notice for periods commencing at any time after the completion of initial period. Thereafter the charges will be invoiced periodically in advance and are payable on or prior to the first date of cover provided on the invoice.

If any sum becomes overdue for payment then EUREKA SOLUTIONS are entitled to and will suspend the support provided by this agreement until such time as the amount has been paid. The suspension shall not relieve the customer of any charges due under this Agreement. EUREKA SOLUTIONS may terminate this Agreement without prejudice to any rights which shall have accrued prior to such termination.

6. OTHER SERVICES

Where the customer requests service outside the scope of this Agreement, it will be furnished at the sole discretion of EUREKA SOLUTIONS upon the terms and rates determined by EUREKA SOLUTIONS.

7. ACCESS TO PREMISES & EQUIPMENT

EUREKA SOLUTIONS shall have access to the customer's premises and equipment within normal working hours to provide service under this Agreement.

8. MISCELLANEOUS

No action arising out of the service under this Agreement may be brought by the Customer more than one year after the cause of action has occurred.

This Agreement shall be governed by the laws of Scotland. It constitutes the entire contract between the Customer and EUREKA SOLUTIONS for support of the Software.

Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for support of the Software.

EUREKA SOLUTIONS disclaim responsibility for failure to render service due to causes beyond its control.

Under the terms of this agreement, EUREKA SOLUTIONS or an authorised agent, will provide, and the Customer agrees to accept on the terms and conditions contained herein, support for the Software as specified.

This Agreement shall remain in force, except as otherwise provided, for at least one year from the date of commencement of support charges. Support charges for the Software will commence on the first day of charge. The Agreement may be terminated after the initial period by either party giving three months' notice in writing, by registered post, to expire on or at any time after the end of the current period.

DECLARATION

I understand that the maintenance service will commence on the receipt of the first period's charges and enclose our cheque for the agreed amount plus VAT.

Accepted by (For EUREKA SOLUTIONS):

Accepted by (For The Customer):

PRINT NAME:

PRINT NAME: _____

POSITION:

POSITION: _____

(Duly authorised to sign on behalf of The Customer)

DATE:

DATE: _____

ORDER NO: _____

SCHEDULE A:

SOFTWARE COVERED	SERIAL NO (IF APPLICABLE)	CHARGES