

AQUAFOREST SOFTWARE SUPPORT AND MAINTENANCE COVER (SMC)

For your records:

SMC Reference Number*:

*Please quote this number in all support requests

Licensee Name:

Period covered:

Start Date:

Expiry Date:

Software Product(s) covered:

Software Product Name	Type of License:	No. copies	License Key

SUPPORT AND MAINTENANCE COVER - What this entitles you to:

It is our aim that all our Customers are successful when using our products.

Aquaforest will support and maintain the Covered Software for a period of twelve (12) consecutive months from the Start Date set out above. The Cover entitles the Licensee to all new releases and upgrades, both major and minor, occurring within the covered period. Aquaforest will automatically inform the Licensee by email of all major upgrades and new releases available on their covered product(s). Please note however that as i) We do not inform you personally of minor upgrades and ii) We have also known of instances where our emails have gone into our Customers' junk email, we strongly recommend that you regularly check our website for all the latest upgrades, both major and minor and newest releases.

Support will be provided on the 2 most recent versions of the covered product(s).

Maintenance patches will only be applied to the most recent version of the covered product(s).

How to Access Support

Both email and telephone support is provided. Telephone support is provided Mon- Fri during the hours of 9am - 5pm UK time, excluding UK public holidays.

Other times are available by arrangement. Aquaforest will respond to your request for support in a timely manner, aiming to respond within its next business working day and will endeavour to make all commercially reasonable efforts to provide corrections or work around solutions to reported errors in the covered Software Product and its Documentation. (Please note that should you telephone in for support we do not guarantee that we will provide an instant solution there and then.)

Please quote your SMC Reference Number in all requests for support to access priority service and support.

Our contact details are:

Website: <http://www.aquaforest.com>

Email: support@aquaforest.com

Telephone: +44 (0) 1296 468168

Address:

Aquaforest Ltd
Kingfisher Exchange
Kingfisher House
Walton Street
Aylesbury
Bucks HP21 7AY
United Kingdom

Please Note:

- For Support purposes and in order for Aquaforest to fulfill its duty in keeping the Licensee informed of the latest updates and new releases, it is the Licensee's responsibility to ensure that Aquaforest is provided with the most up-to-date names and email contact details of the Licensee.
- Emails requesting support should *not* be sent directly to a named person, as they may be unavailable and requests for support will not therefore be picked up by other members of the Support Team.
- We operate a 'fair usage' policy (see Duration and Terms).

Thank you for Purchasing Aquaforest Software Support and Maintenance Cover.

Please do not hesitate to contact us for support or queries, no matter how small they may seem.

We are always happy to be of assistance and pride ourselves in providing excellent support and customer care.

SUPPORT AND MAINTENANCE COVER

Duration and Terms

1. The Software Support and Maintenance Cover ("SMC") commences upon receipt of the Software Product and will continue for twelve (12) consecutive months from the Start Date specified. Thereafter, the Licensee may purchase a continuation of the annual SMC provided that the SMC is renewed on or before its expiry. (Aquaforest currently offers all customers a 30-day grace period from the date of expiry during which SMC can still be purchased.) Thereafter, *the SMC will lapse permanently and any future upgrades will incur a fee.* Discounts are available for purchasing more than one year of SMC in advance. As a courtesy, Aquaforest will usually notify the Licensee by email approximately 14 days before the renewal is due and on the date of expiry. However the Licensee should not rely on this reminder as this will not affect the termination date of the SMC period.
2. The Licensee may only use the type and number of copies of the Software Products and documentation for which the appropriate Licence fees and SMC have been paid.
3. The Licensee may not assign the rights of this Support and Maintenance Cover to any other party without the prior written consent of Aquaforest Ltd.
4. If you choose to upgrade the Software, then the upgraded Software will supersede the Software Product being replaced. The replaced Software Product cannot be used.
5. You must ensure that the Software is used only in combination with other software, devices or hardware recommended or specified by us as being compatible with the Software, and ensure that it is used in a stable network environment with adequate capacity. (If you are unsure please feel free to check with us first.)
6. To enable us to provide technical support you are expected to provide us with a single point of contact for the co-ordination of SMC support. We would also require that person to be suitably technically qualified and competent to work with our software. If we reasonably feel that the point of contact is not suitably qualified or competent then we will suspend our SMC Support until such time as a suitable person is appointed or that person receives adequate training. The period of Cover will not be extended if we have to suspend our services for reasons set out in this Clause.
7. It is the Licensee's responsibility to ensure that Aquaforest is provided with the most up-to-date names and email contact details of the Licensee and support coordinator.
8. We operate a 'Fair Usage' policy. You are entitled to a minimum specified number of hours of support per annum. The number of hours is related to the cost of your SMC. Every \$50/£30/€35 cost of SMC equates to a minimum entitlement of 1 hour of Support time. You can request further support, which will be offered at our discretion. The additional support may incur of fee.
9. You must provide us with reasonable access (e.g. remote access, or as needed by us,) to the Software and all relevant documentation and records relating to a reported issue, and such reasonable assistance as we may request, including sample output and other diagnostic information, in order to assist us in providing support. Failure to provide us with such information is not a breach of your agreement with us, but may result in our suspension of the SMC support until such time as the information or access is provided. We will not extend the period of SMC support..
10. We are not responsible for support services where there is an Extraordinary Circumstance. An Extraordinary Circumstance will be an event deemed to be beyond our reasonable control which results in services being suspended until such time as the Extraordinary Circumstance has passed.
11. These terms and conditions are governed by English Law and subject to the exclusive jurisdiction of the English Courts.

We reserve the right to NOT provide support and maintenance in the following circumstances:

1. If you have not ensured that hardware and network services are correctly configured and operating according to specifications, and operating system software and other third party software is current, and has all manufacturer/supplier-recommended updates and patches.
2. If our Software Product has been modified and/or customised.
3. SMC support will only apply to commercially released and updated software
4. We may at our sole discretion refuse to accept support requests from individuals who in our reasonable opinion unnecessarily consume excessive support resources.
5. Aquaforest reserves the right to NOT renew your SMC support at our absolute discretion.
6. Aquaforest reserves the right to amend your SMC support and/or these terms and conditions at any time on 30 days' prior written notice.

Services NOT included:

Your Support and Maintenance Agreement does not include: (i) custom programming services; (ii) on-site support, including installation of the Software; or (iii) customer training. However, it may be possible to purchase these services from us by separate application and on payment of a separate fee.

03/2010/SSMC