



Software Support Terms and Conditions

Spherical Software Ltd ("Spherical") provides a software support agreement as part of Abraquest Software Assurance.

Overview of Services:

Costs: usually an annual fee.

Covering: email help and advice, software patches at Spherical's sole discretion, discounted on site call out charges including disaster recovery, discounted training and other products.

Times: usual office hours, 9-5 weekdays unless otherwise agreed.

SLA: A service level agreement is part of every support agreement.

Email help and advice

A support agreement gives the customer unlimited email advice.

Software Patches

Software patches and updates are available at Spherical's sole discretion.

Customer Suggestions

Spherical welcome all customer suggestions and at Spherical's sole discretion, can include these into the Abraquest development schedule.

On Site Call Outs / Disaster Recovery

We offer our time related to support issues on site at a discount.

Other Discounts

Training and also everything we sell is offered at a discount for customers who have a paid up support agreement.

Service Level Agreement

Spherical 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 as soon as possible, but within 5 working days
- B - Solution or workaround within 7 working days
- C - Solution or workaround within 14 working days
- D - Solution or workaround by the next scheduled software release (agreed with the customer).

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

Discounts are available on future purchases should Spherical ever miss a SLA deadline usually in the form of additional software assurance being given.

Incident Reporting System

Spherical operate an incident reporting system that allows clear and concise communication between the customer and Spherical and should be used at all times.

Payment Policies

All accounts are set up on a prepay basis.

Although Spherical reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment.

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.

Spherical 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 Spherical, 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 Spherical harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Spherical, 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 Spherical against liabilities arising out of:

- (1) Any injury to person or property caused by any products sold or otherwise distributed in connection with Spherical;
- (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 Spherical.

Disclaimer

Spherical will not be responsible for any damages your business may suffer.

Spherical makes no warranties of any kind, expressed or implied for services we provide.

Spherical 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 Spherical and its employees.

Spherical reserves the right to revise its policies without notice at any time.

Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.