

# Abraquest Software Assurance

Introducing Abraquest Software Assurance, an optional product for customers who would like the assurance of excellent customer service and access to all new Abraquest software releases for free.



1. Free access to all major releases of the core Abraquest system during the period the agreement is in force, giving customers access to all new features for free.

2. Unlimited telephone help and advice with a service level agreement where we guarantee to respond to any questions you have within a given time-scale.

3. 25% discount on all site visits for book input, disaster recovery and training - excluding our travel expenses.

4. 10% discount available on all Abraquest bar-code products.



Spherical Software Limited

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# Terms and Conditions

Spherical Software Limited (“Spherical”) provides an Abraquest Software Assurance (“Assurance”) agreement that is applied to customers of the Abraquest software package.

## Overview of Services

Costs: By monthly, annual or once every two years.

Covering: major software upgrades, off site email and telephone help and advice, discounted call out charges, discounts on selected products.

Times: Usually 9-5 weekdays unless otherwise agreed.

SLA: A service level agreement is included.

## Major Software Upgrades

Assurance provides access to all major software upgrades for all licences the customer has purchased. A major software upgrade is an upgrade where the major version number changes, e.g. 2.8 to 3.0 would be a major revision, whereas 1.2 to 1.6 would be a minor revision. All Abraquest software upgrades both major and minor will be available free of charge to Assurance customers.

## Off Site Help and Advice

Unlimited telephone and email help and advice is included as part of this package.

## Discounted Call Out

Discounts are available on call outs for emergency recovery or training. This does not include travel expenses or time on site for adding books.

## Selected Products: Special Discounts

Assurance customers receive special discounts for barcode labels. These replace (and are usually better than) any discounts available to non Assurance customers.

## Service Level Agreement (SLA)

A service level agreement is applied as follows:

All requests shall be acknowledged within one working day.

Requests are designated by the customer as urgent or normal priority.

Urgent requests shall be closed within one working week.

Normal requests shall be closed within one working month.

The customer assigns the priority and gives permission to close requests.

The clock stops when Spherical are awaiting reply from the customer.

If a request takes longer than the service level agreement, free time is awarded to the customer for disaster recovery, training, or adding of books on site.

## 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.

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 a Spherical 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 Spherical's server.

## Disclaimer

Spherical will not be responsible for any losses or 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 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.