

Support and maintenance agreement

The TAG Support and Maintenance Agreement is the same for all customers. The full text of the agreement is given below.

This agreement only remains in force if the annual support and maintenance fee has been paid.

Definitions

The Customer

The Customer is the company which has a license to use the software.

TAG Consultants Ltd.

TAG Consultants Ltd. is the software house which produced the software and hold copyright on the software.

Support

Support is the provision of assistance with the operation of the software, in order to enable the software to be used more efficiently. Support is divided into the following levels.

- **First Line Support**
First line support is support provided to individual users of the system. This will be provided by the customer's support staff. This agreement does not provide for support by TAG directly to end users.
- **Second Line Support**
Second line support is support provided by TAG to the customer's support staff. Support will be provided by email or telephone.

Maintenance

Maintenance provided under this agreement is intended to provide the customer with all upgrades to the software necessary to keep it operating correctly. It does not cover the provision of new features requested by the customer.

- **Minor Upgrade**
New releases of TAG software which correct existing problems or incorporate minor improvements to existing features. Minor upgrades are issued as required.
- **Major Upgrade**
New releases of TAG software, based on existing software, which incorporate major improvements to the ease of use or to the features of the software.
- **Version Upgrades**
Version upgrades are releases for a different version of Magic or for a different operating platform or database. Version upgrades are supplied at reduced cost.

Conditions

1. TAG Consultants will provide Second Line Support under the terms of this agreement. First line support must be provided by customer's support personnel.
2. The customer must nominate individuals who will provide first line support for each of the TAG applications.
3. The customer's first line support staff will be expected to become familiar with the operation of the software, with particular emphasis on the supervisor facilities such as installation and setup.
4. **Software covered by this agreement**
The software covered by this agreement consists of Magic control files (applications) written by Magic, operating platform and database. The agreement covers only the TAG applications written by TAG Consultants. It does not cover third party modules required to support the TAG applications.
This agreement covers only the standard TAG applications. All other applications and

software are excluded.

5. Support Provided
Support will be available from 9 am until 5 pm, UK Time, Mondays to Fridays, excluding public holidays.
6. Second Line Support
Support to the customer's support staff via email or telephone. The purpose of such support is to:
 1. Assist the customer's support staff in dealing with user problems.
 2. Identify the cause of problems which result in program crashes or incorrect data storage.
 3. Make any software changes which are necessary to correct identified problems.
 4. Issue new versions of the software to the support person together with all relevant installation instructions and upgrade reports.
7. Instruction manuals and documentation upgrades
 1. TAG will supply a set of instruction manuals with the initial software supply. Information specific to each upgrade release will be supplied to provide any necessary installation and upgrade instructions, as well as descriptions of new or modified features.
8. Maintenance Provided
 1. Logging of all support requests
TAG will log all reports of errors / problems and will classify them according to the priorities shown below. Every reported error / problem will be given a unique User Report Number which will normally be passed back to the customer within 4 working hours of receipt of the report.
9. Priorities
 1. Priority 1
Program errors which either cause the program to crash or which cause serious data errors resulting in an effective shutdown of the customer's system. Priority 1 errors will be corrected as soon as possible. Where possible a temporary repair will be supplied within 4-6 working hours and a permanent repair within 3-5 working days. Temporary repairs which are issued urgently may not be fully tested and the customer will be advised at the time of issue if this is the case.
 2. Priority 2
Program errors which result in inconvenience by disabling some program features but do not cause damage to data, or which result in a major decrease in the customer's effective work rate. Priority 2 errors will be corrected and replacement application files issued as soon as possible. In general a temporary repair will be issued in 2-4 working days and a permanent repair within 7-10 working days.
 3. Priority 3
Program errors which result in incorrect screen displays or messages, but which do not interfere with the correct functioning of the software. Priority 3 errors will be corrected as part of an ongoing policy of improvement and will be released as appropriate.
10. Supply of minor program upgrades to correct known errors
 1. Minor upgrades will be supplied to customers who report problems or who request upgrades.
 2. Supply of minor program upgrades to provide new / enhanced program features
 3. These will be issued at the discretion of TAG Consultants.
11. Issue of Software
Application packages and documentation will be issued via TAG Consultants website.

12. Customer Obligations

1. To ensure, as far as possible, that all locations are using the same version of the software.
2. To take all reasonable steps to prevent unauthorised use or copying of the software, to comply with the terms of the license agreement and to make every reasonable effort to retrieve any unauthorised copies of the software. Where it is felt by TAG that an installation is at risk of unauthorised use or copying TAG reserve the right to protect the software by any means which does not restrict the legitimate use of the software by the customer. The means which may be used include time limited software, the use of software protection devices (dongles) and any other methods which may be appropriate. No charge will be made for the supply and operation of any protection devices.
3. To provide one or more nominated support staff who will act as the main point(s) of contact for the purpose of this agreement. In order to achieve effective communications where there is more than one support person, each person should have specific areas of responsibility.
4. Train staff in the operation of the software.
5. Attempt to check user problems before calling TAG. The purpose of this is to filter out problems not directly related to TAG applications, e.g. network faults, and also to check if the problem can be repeated.
6. If the problem only occurs on a particular computer the system set-up should be noted and made available to TAG for comment.
7. Assist TAG in the identification of problems where it is felt that the source of a problem lies in the customer's data, computer set-up, or network set-up.
8. Make regular backups of the TAG programs and data at each site in order that these backups can be used as a first means of recovery from serious data errors.
9. The customer will provide TAG upon request with a representative set of data files. This will be stored by TAG and used only for the purpose of assisting in the diagnosis of customer's problems.

13. Exclusions

1. Data Errors
The customer is responsible for keeping backups of all sensitive data in order that data can be retrieved from backups in the event of damage to data files. If assistance is required to recover damaged files where no backup exists then all time will be charged.
2. On-site Visits
Visits to customer's offices or work sites are excluded from this agreement except where specified otherwise. These will be charged at our normal hourly rates.
3. Requested Modifications
The work involved in producing customer requested modifications is excluded from this agreement. The support and maintenance of such modifications are included after they have been completed and accepted.
4. Telephone call charges
The cost of international telephone call charges directly associated with this support agreement will be rebilled at cost. Rebills of telephone charges will be supported by copies of itemised phone bills.

14. Reporting Problems

All problems must be reported initially by email, fax or mail.

The report should include

- A precise description of the problem.
- If the problem is data related, a copy of the relevant section of the data.

15. Costs

The cost will normally be 15% of current list price of all software purchased. Adjustments will be made in some cases where an installation is more complex than normal or where a customer has programs which contain large a degree of customisation. Each customer will be

provided with a fixed price quotation for support.

16. Payment Terms

Fees due under this agreement are payable annually in advance.

17. Additional Work

Any work requested by the customer outside the terms of this agreement will be charged at our normal hourly rates and will be invoiced monthly.