

Terms and Conditions.

1.0 PERIOD OF AGREEMENT

1.1 This agreement shall be for an initial minimum period of 36 months (3 years).

1.2 This agreement shall be automatically renewed on a yearly basis unless cancelled in writing not less than 90 days prior to the renewal date.

2.0 TERMS

The support shall comprise the following:

2.1 Correcting with reasonable expedition any programming errors in the product identified during its use by the customer.

2.2 The operation of a query answering service whereby Computime Systems will answer any written or telephone query from the customer relating to the operation of the Software.

2.3 The operation of a query answering service whereby Computime Systems will answer any written or telephone query from the customer relating to hardware difficulties.

2.4 Authorised access to internet support via Computime Systems official website for free updates and documentation.

2.5 Extended back to base warranty in the event of hardware failure.

2.6 Support is provided between the hours of 9.00 am and 5.00 pm Monday to Friday excluding English Public Holidays.

3.0 THE CUSTOMER AGREES

3.1 To use only those material, supplies and media approved by Computime Systems when operating or maintaining the equipment.

3.2 To provide adequate storage and protection of media.

3.3 To ensure adequate suitable supply of electricity is available for the correct operation of the equipment and to take reasonable care that it does not become affected by other equipment connected to the same circuit. If in the opinion of Computime Systems voltage stabilisation is required, it must be provided at the owner's expense.

3.4 To operate, use and treat the equipment in a proper and prudent manner and to avoid any activity in the vicinity of the equipment, which may be prejudicial to the correct functioning of the equipment.

3.5 To immediately inform Computime Systems of any changes in the location of the equipment which is subject to this agreement.

3.6 To ensure adequate network with sufficient free bandwidth is available.

3.7 To provide and maintain a suitable computer and network system in accordance with Computime Systems recommendation.

4.0 EXCLUSION

- 4.1** Service required as a result of damage directly or indirectly as a result of damage caused by accident, neglect, misuse, alteration to the equipment, unfavorable environmental conditions and electrical current fluctuations.
- 4.2** Database repair as a result of improper shutdown of the software or the PC.
- 4.3** Service required as a result of “Force Majeure” including acts of god, war, terrorism, sabotage, riots, explosion, local or national Government control restrictions or prohibitions, inability to obtain power or transportation, strikes or lockouts, natural catastrophes including fire, storm, flood, earthquake, epidemic and any other cause beyond Computime Systems control.
- 4.4** Service which in the opinion of Computime Systems is impractical to perform due to alteration in the location of the equipment or its connection to any device or peripheral which is not approved by Computime Systems.
- 4.5** Service required as a result of using supplies and media not approved by Computime Systems.
- 4.6** Free replacement of any items deemed by Computime Systems to be consumable items including cards, fobs, readers, fingerprint sensors and power supplies.
- 4.7** Onsite visits.

5.0 PAYMENT

- 5.1** The support fee is payable in advance. Such payment becomes due and payable from the date of this agreement and thereafter on each renewal date. All invoices are payable in full within 30 days of the date of invoice.

6.0 MODIFICATION

- 6.1** The customer may not modify, amend, alter or in any other way interfere with the product or merge the product with other data or systems unless authorised in writing by Computime Systems. The customer will not interrogate or list the source programs comprising the product.

7.0 GOVERNING LAW

- 7.1** This agreement shall be governed by English Law and each party hereby submits to the exclusive jurisdiction of the English courts.