

Terms & Conditions of Crescendo's Annual Subscription Services

Crescendo Systems Limited, (hereinafter referred to as "CRESCENDO"), agree to provide support and maintenance to the customer (hereinafter referred to as the "CLIENT"), for the equipment and software listed in the Annual Subscription Services invoice, for the specified amount and for the subscription period, in accordance with the terms and conditions of the Annual Subscription Services.

1. SERVICES PROVIDED AND CONDITIONS

The agreed period of service is Monday to Friday, from nine (09:00) a.m. to five thirty (05:30) p.m. UK Time Zone, excluding Public & Bank holidays, or unless otherwise stated in the Annual Subscription Services. Additional coverage is available at a premium price.

The Annual Subscription Services entitles the CLIENT to receive full access to the CRESCENDO support team. The CLIENT will be provided with a helpline telephone number and email address to reach the support team when experiencing any difficulties with the CRESCENDO product or services. A qualified support person will assist in resolving the technical problems or any application concerns the CLIENT may have.

The Annual Subscription Services covers the cost of CRESCENDO using its remote diagnostic capabilities to troubleshoot or install new versions of the software over the Internet when a remedy through voice assistance cannot be achieved.

The Client will have access to free updates (bug fixes), minor enhancements and documentation updates that become available during the term of the Subscription term. Minor new enhancements are defined as changes to the product that improve on the existing features, ease of use, and reliability of the product. New functions not currently available in the product may be included, at CRESCENDO's discretion. Third party licenses are not covered under the Annual Subscription Services.

Charges for maintenance or support for calls outside of the prescribed working hours shall be billed on an incident charge of £750.00 for CLIENT's with Annual Subscription Services and £1,250.00 for CLIENT's without Annual Subscription Services. CLIENT's who have purchased a 24/7 Annual Subscription Services will not be charged for after-hours support.

Charges for maintenance or support arising from neglect, negligence, misuse or 'acts of god' shall be billed on an hourly charge of £275.00 (travel time) for on-site or £175 for remote dial-up, during normal business hours only.

Response times shall be determined by the severity of the situation, as follows;

Priority One calls, which are deemed to be a system down situation, shall be responded to immediately during normal business hours and within 60 minutes during off hours (when 24/7 coverage has been purchased). Resources shall be focused on the situation until a resolution is found.

Priority Two calls are deemed to be incorrect system performance or results and shall be responded to within four hours of receipt during normal business hours. A detailed response shall be provided within 48 hours (worst case) of receipt of the call. Where a software deficiency is found, a resolution shall be provided within 30 days.

Priority Three calls are deemed to be questions concerning functionality (i.e. how do I do this) or system inconveniences and shall be responded to within eight hours of receipt during normal business hours. A detailed response shall be provided within 5 working days (worst case) of receipt of the call. Where a software deficiency is found, CRESCENDO may decide to fix the problem (or not) and if so a resolution shall be provided in a subsequent release of the software.

Escalation to the department manager would occur whenever the guaranteed response times were exceeded. If still not satisfactorily resolved or responded to within an additional 50% of guaranteed time, then the issue would be immediately escalated to the next management level.

Where hardware components are covered by the Annual Subscription Services, failures shall be resolved by CRESCENDO forwarding a replacement component within the same business day as the fault is reported. The material shall be shipped for next day delivery. Upon receipt of the material the CLIENT's personnel shall replace the defective component(s) and return them to CRESCENDO within two working days via economy shipment with all charges and duties pre-paid by the CLIENT.

The CLIENT shall be responsible to provide;

- (i) A key technical contact with appropriate expertise and knowledge
- (ii) An Internet connection so that CRESCENDO can access the computer system
- (iii) Proper training and documentation for each user
- (iv) A proper backup of all data on a regular interval
- (v) A test set up whereby new versions can be verified before being deployed
- (vi) Follow recommendations made by CRESCENDO personnel
- (vii) Run all maintenance procedures recommended by CRESCENDO

2. PAYMENT

Support Renewal invoices shall be sent 45 days prior to the anniversary of the Annual Subscription Services and payment shall be due in full 14 days before the current agreement end date. Invoices shall include all applicable taxes at the current and prevailing rates. In case of default, CRESCENDO reserves the right to withhold all service and support until such cases are corrected. CRESCENDO reserves the right to terminate all agreements in default of payment for a period of greater than thirty (30) days. The CLIENT's obligations in such cases does not change in respect to amounts owing and shall survive said termination.

3. LIABILITY

CRESCENDO's sole responsibility with respect to maintenance and support shall be limited to those outlined in the support invoice. In no event shall CRESCENDO be liable for any direct or indirect losses or damages, whether special, consequential or otherwise, or any other claims arising in connection with the Annual Subscription Services, the equipment or the performance of services hereunder. CRESCENDO's responsibility will be limited to repair of or replacement of any defective material and in no way shall this responsibility cover losses to the CLIENT, including those due to loss of data or earnings due to equipment down time. CRESCENDO shall not be held responsible when response times are not met due to acts of GOD (bad weather, strikes, civil disorder, etc.). These Terms and Conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.

4. TERM & TERMINATION

The term of the Annual Subscription Services is for **twelve (12) months** from the date of commencement shown on the initial sales invoice or Annual Subscription Services renewal invoice. The Annual Subscription Services shall continue from the commence date for the Initial Term and the Annual Subscription Services shall be automatically renewed for a successive periods of 12 months, (each a Renewal Period), unless;

- (i) either party notifies the other party of termination, in writing, at least **ninety (90) days** before the end of the Initial Term or Renewal Period, in which case the Annual Subscription Services shall terminate upon the expiry of the applicable Initial Term or Renewal Period.
- (ii) otherwise terminated in accordance with the provisions of the Annual Subscription Services.

The Terms and Conditions stated herein form the complete agreement between the parties.