

Roundsman

License Agreement

By opening the disk pack you agree to the following terms and conditions. If you do not agree with this agreement, **DO NOT OPEN THE DISK PACK**. Instead, return the entire package, disk pack unopened, to your supplier. If payment has been made then a full refund will be given, as long as the software package has not been opened, if supplied as a demonstration system, this condition also covers the use of the unlock disk.

1. You have purchased the right to use the software encoded on the enclosed disks. **YOU DO NOT OWN THE SOFTWARE ITSELF**. Call Care Systems Ltd remains the owner of the software. Your right to the software is limited to installing the software, in the machine-readable form provided, onto a storage device in accordance with the instructions we provide you, executing the software after installation, and making a single archive copy in the form provided for backup purposes.

2. The software may only be used by the purchaser, and may not be resold, or transferred without our written permission.

3. We warrant the media on which the software is delivered shall be free of defects in material and workmanship for a period of 60 days of normal use from the date of purchase. The software provided is provided "as is" and without warranty by us. Our sole obligation under our warranty shall be to repair or replace the defective media at our option, upon return of the defective item, together with a paid receipt, to us. We do not warrant that the functions contained in the software will meet your requirements or that the operation of the software will be uninterrupted or error free. Under no circumstances shall we be liable for special, incidental, or consequential damages, including loss of profits or business information, regardless of whether we have been advised that such damages may be incurred.

4. If for any reason your right to use the software terminates, you must remove and destroy all copies of this software from any computer on which it has been installed, and destroy all copies of any documentation we have provided you.

5. If this product was purchased as an upgrade, this License agreement replaces the previously issued License agreement.

Software Contract Conditions.

1. If the customer pays for support on an office hour's basis, then telephone support will be free between 9.00am and 5:30pm Monday to Friday. We are afraid that we cannot guarantee to be on hand immediately, but we will try to return your call within an hour if at all possible. For calls made outside of office hours we reserve the right to charge the non-contract rates.
2. If support is for 24-hour cover then we will try and answer your questions at anytime of the day, but cannot guarantee to be on hand immediately, but we will try to return your call within an hour if at all possible.
3. Support will be through our support number, which you will be given; there are answer machine facilities, should we not be able to answer them immediately.
4. A modem, or a remote network link, should be available on site so that support and/or updates can be done over the telephone link.
5. Software updates only apply to Roundsman software, any operating system or other software that may be supplied by us are not covered by this contract, unless agreed in writing.
6. For support needed after the expiry date of the contract, non-contract rates will apply. Calls made by customers with no contract will be charged at the non-contract rate.
7. Please note a change in the way that we are dealing with support contract renewals. This is a change to our past practice of renewing late payment contracts from the old renewal date. We will be renewing contracts from the date that payment is received. This then means that support given between the old contracts end date and the receipt of payment for the new contract, if later than the renewal due date, will be treated as non contract support calls.
8. Support calls that are chargeable will be billed at the end of each month and payment will be due 14 days from the date of invoice, details of calls made will be included with the invoice, there will be a minimum charge on any invoice of £45 plus vat.
- 9. All support calls from customers without contracts will be charged, this is to be fair to the people that do pay their contracts**
10. Operating system cover and network cover will only be available for those with hardware support contracts that are current.
11. Any work that means changing your existing system will be charged for at our discretion. This will depend on the amount of time spent doing the work required. For people under contract these charges will be based on the current contract charges, non-contract customers will be charged non-contract rates.
12. Faults that may arise in the software will be corrected at the earliest opportunity, but we cannot accept any liability for any consequential loss, due to such faults.

13. Extra facilities that may be needed within the software are open to negotiation, but will be chargeable. Layout changes can be made, but a charge for the time spent may be made, at the relevant rates
- 14. We reserve the right to charge for calls due to:**
- 15. Serious operator error, interference or theft of equipment, leading to a loss of data**
- 16. Corrections of system settings due to outside interference are not covered by this contract**
- 17. Power failure, leading to a loss of data**
- 18. Hardware failure, leading to a loss of data**
- 19. Backups not being done properly, which lead to services, required reinstating data**
- 20. Any work required to recover from a computer virus**
21. If you withhold your number then we cannot get back to you easily, so please make sure that any line that you ring us from does display your phone number, this helps when trying to make sure that all calls are dealt with as soon as possible. Calls from number withheld will be diverted to answer machine from the start, you will then have to rely on us getting messages from our answer machine which if out of the office, may not be the same day.
22. Charges for week end and bank holiday work for people not covered by contract will be charged at double the normal rates.
23. If you require further information then please contact us.