



Terms and Conditions of InstantASP Ltd Annual Support Plan

Revision v1.0

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS (THE “CONTRACT”) WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED AGREEMENT BETWEEN YOU AND INSTANTASP LTD.

If you purchased InstantASP Ltd Annual Support, InstantASP Ltd will provide support services (the “Support”) to you pursuant to the following terms and conditions:

Products Covered (“Covered Product”)

InstantASP Ltd Annual Support (“Support”) is available for InstantASP Ltd bespoke software solutions only. Annual Support only covers the project(s) or product(s) detailed in the Support contract invoice.

Scope of Services

Problem Resolution

InstantASP Ltd will help you to resolve your problems by providing electronic and telephone assistance to your designated representative. InstantASP Ltd Annual Support is provided as a multiple resolution package. A resolution is the initial contact call and any subsequent calls necessary to resolve the issue for you.

We will use commercially reasonable efforts to provide the following Annual Support services to you:

- Proposed corrections for hardware/software error messages.
- Problem determination may include any of the following actions:
 1. information gathering
 2. analysis
 3. research including reproducing systems
 4. acquiring additional information
- Problem Resolution may include any of the following actions:
 1. providing a resolution or steps towards a resolution
 2. workaround
 3. configuration changes
 4. escalate a bug report

We will respond within one business day to requests received during standard Annual hours.

InstantASP Ltd is a company registered in the United Kingdom. Company registration number 4924986.

Limits

Limits of Support Services: Annual Support includes support for the “Covered Product” only. The service is limited to the length of the Contract. The service does not cover cases in which the compatibility of the system to the server is in question, or when the configuration is invalid.

Annual Support does not include the following types of support:

- Non-InstantASP Ltd hardware, or applications software support.
- Any on-site services.
- Remote or on-site training assistance.
- Complex, in-depth development or database design
- Complex, network design, analysis, or setup

How and When to Use

The hours of Support shall not include regular holidays which include New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, and the day after Thanksgiving and Christmas Day.

InstantASP Ltd is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if InstantASP Ltd’s ability to render support services is impaired by circumstances beyond InstantASP Ltd’s control, InstantASP Ltd may terminate this Contract, in which event, you will receive a refund for any unused portion of your service term for which you had paid.

Annual Support is available by calling the technical support number (UK only number) provided by InstantASP Ltd or by opening a support ticket within our My.InstantASP client area at <http://tickets.instantasp.co.uk/>

Annual Support service is available 9:00 a.m. to 6:00 p.m. GMT, Monday through Friday for full support (no appointment required), excluding the following holidays: New Year’s Day, Good Friday, Memorial Day, Labor Day, Thanksgiving and the following day, and Christmas.

At the discretion of InstantASP Ltd, after hours support may be available by appointment with 12 business hours advance notice to InstantASP Ltd.

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General Terms

Term and Renewal

You may purchase InstantASP Ltd Annual Support for periods of twelve months. You may only obtain support during the period (which is indicated on your invoice) for which you purchased the resolutions. When the contract period ends, then the terms and conditions (including pricing) at the time of renewal will apply to your purchase. You may renew this Contract subject to approval and acceptance by InstantASP Ltd. InstantASP Ltd may change its rates, terms, and conditions for providing support at any time.

InstantASP Ltd, at its discretion, may terminate this Contract on thirty (30) days' notice to you, in which case you will be entitled to receive a pro-rated refund of any unearned support fees that you have paid. You may terminate this Contract during, but not after, the time period set forth in InstantASP Ltd's then-current Total Satisfaction Return Policy, in which case you will be entitled to receive a pro-rated refund of any unearned support fees that you have paid. Under this paragraph, any refund will be determined by InstantASP Ltd based on the passage of time and/or the number of support incidents, at InstantASP Ltd's discretion.

Claims of Confidentiality or Proprietary Rights

You agree that any information or data disclosed or sent to InstantASP Ltd, over the telephone, electronically or otherwise, is not confidential or proprietary to you.

Assignment

You may not assign this Contract without InstantASP Ltd's prior written consent, which InstantASP Ltd will not unreasonably withhold or delay. InstantASP Ltd may assign this Contract, without notice to you, to any entity owned or controlled by InstantASP Ltd. InstantASP Ltd may subcontract Support to third party vendors. InstantASP Ltd and you are independent contractors. Neither party will state, imply or knowingly permit anyone to infer that any other relationship exists between the parties without the other's prior written consent.

Miscellaneous

If any provision of this Contract is void or unenforceable, the parties agree to delete it and agree that the remainder of the Contract will continue to be in effect. InstantASP Ltd is not liable for failure or delay in performance due to any cause beyond its control. In an event, if InstantASP Ltd's ability to render Support is impaired by circumstance beyond InstantASP Ltd's control, InstantASP Ltd may terminate this Contract, in which event, provided that circumstances resulting in InstantASP Ltd's impaired ability to provide Support did not result from your actions or inaction, you will receive a refund for any unused portion of your service term for which you have paid. Neither InstantASP Ltd nor you may institute any action in any form arising out of this Contract more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment. This Contract is the entire agreement between you and InstantASP Ltd with respect to its subject matter and none of InstantASP Ltd's employees or agents may orally vary the terms and conditions of this Contract.

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