



Maintenance and Support Agreement



1. INTRODUCTION

- 1.1. The Contracting IDU Entity, as defined in the software license agreement (the "Licence Agreement"), which is available for perusal on www.idusoft.com/license, is currently licensing the use of the Software to you by way of a Licence Agreement; and
- 1.2. You wish to obtain the Services of IDU to support the Software so licensed and IDU agrees to provide such services to you at your Premises or remotely, where possible, on the terms set out in this Agreement; and
- 1.3. This Maintenance and Support Agreement forms part of the Licence Agreement and, unless the context indicates otherwise, the terms of and as defined in the Licence Agreement (www.idusoft.com/license) and the Standard Terms and Conditions (www.idusoft.com/terms) will also apply to this Maintenance and Support Agreement ("this Agreement").

NOW THEREFORE the Parties are entering into this Agreement to record the terms and conditions of the Services as follows:

2. DEFINITIONS

- 2.1. Unless the contrary is clearly indicated, the following words and/or phrases used in this Agreement shall have the following meaning:
- 2.2. "your Equipment" shall mean the computer hardware, operating system, supporting software and network infrastructure designated by you from time to time;
- 2.3. "Licence Agreement" / "License" shall mean the Licence Agreement, including the Schedules thereto (as defined therein), entered into between you and IDU on the Commencement Date in terms of which IDU grants to you a non-transferable and non-exclusive right to use the Software and related user documentation and to which this Agreement forms Annexure A;
- 2.4. "Premises" shall mean the venue where IDU will be installing the Software for use by you and rendering the Services to you situated as set out on the purchase order for the Services;
- 2.5. "Services" shall mean the services to be provided to you in terms of Clause 6 of this Agreement;
- 2.6. "Services Fee" means the fees payable by you to IDU for services rendered in terms of this Agreement and which are detailed in the Purchase Order in terms of which the Software licence was purchased.
- 2.7. "Severity Levels" shall mean:-
 - 2.7.1. Severity 1 - Critical Business Impact: The installed Software fails so that there is a complete loss of service or resources for which no workaround (including a manual workaround) exists and your work cannot reasonably continue;
 - 2.7.2. Severity 2 - Serious Business Impact: The installed Software is causing significant or degraded loss of your service or resources. A major product flaw, or a minor product flaw without a workaround (including a manual workaround);
 - 2.7.3. Severity 3 - Some Business Impact: The installed Software causes minor loss of your service or resources (in other words some users can work). A product flaw with a workaround (including a manual workaround);
 - 2.7.4. Severity 4 - Minor Business Impact: Your work is not being impeded at this time, and most of the users can use the Software. Information is requested or reported, or an isolated problem has occurred;

3. APPOINTMENT

- 3.1. You hereby appoint IDU as your exclusive service provider, with effect from the Commencement Date to render the Services as set out in this Agreement and IDU hereby accepts this appointment.

4. COMMENCEMENT AND DURATION

- 4.1. This Agreement shall commence upon the Commencement Date and will continue in force for a minimum compulsory period of 1 (one) year and thereafter shall automatically be extended for further periods of 1 (one) year on the same terms and conditions set out herein, unless terminated earlier by either Party in accordance with the provisions of this Agreement or the Licence Agreement or in terms of any law;
- 4.2. For the avoidance of doubt, should you choose not to renew the Agreement you will receive no support or upgrades of any kind for the Software.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. IDU, shall, with effect from the completion of the installation of the Software and after the Commencement Date, render the Services in accordance with this Agreement.
- 5.2. You shall undertake to provide and maintain remote access to IDU to the live Software server on the Premises at all times, and you shall ensure that at all times, your staff working on the IDU system are suitably trained.

6. SERVICES

- 6.1. IDU shall provide you with:-
 - 6.1.1. telephone and remote support to a certified IDU Administrator, during normal working hours (08h30 to 17h00) on Business Days for issues listed under clause 7.1;
 - 6.1.2. upgrades or any bug fix releases of the Software as and when same are made generally available. For the avoidance of any doubt, this will only include the Software component, and any services with regards to installing the Software shall be charged for on a time and material basis by IDU;
 - 6.1.3. on-site support with regards to Severity 1 and 2 issues, or remote support if applicable; and
 - 6.1.4. the elimination of any system bugs or defects in the Software which adversely affects the use of the Software as described in the Project Charter;
- 6.2. IDU may at its sole and absolute discretion, provide you with services that are not expressly included in Clause 6.1. These services will be charged by IDU on a time and material basis. These services shall include but are not limited to:
 - 6.2.1. on-site support for issues that are not Severity 1 and 2;
 - 6.2.2. additional support services that may be needed by you due to the changes made to other peripheral software and hardware affecting the Software that was not affected by IDU. This includes upgrades or any changes to all software with which the Software integrates (including the operating system);
 - 6.2.3. the removal of the Software from your premises to another premises designated by you;

- 6.2.4. data backup retrieval and restoration (rectification of lost or corrupted data arising for any reason other than as a result of IDU's own negligence);
- 6.2.5. on site remedial maintenance during normal working hours, in respect of business related problem calls or error in your setup, or in the case of Severity 3 and 4 issues;
- 6.2.6. organisational measures such as definition and configuration of parameters of specific business flows, which includes any organisational change affecting lines or approval limits;
- 6.2.7. inspection of and changes to the Software configuration in your environment, for example extensions of partitions and database configurations; and
- 6.2.8. system tuning after system changes and extensions, where such changes or extensions have been implemented by third parties.
- 6.2.9. support of any other licensed material other than the Software licensed to you, accessories, attachments, machines, peripheral equipment, systems or other devices not supplied by IDU;
- 6.2.10. support services of any changes, alterations, additions, modifications or variations, not performed by IDU, to the Software;
- 6.2.11. attendance to faults caused by using the Software outside design or other specifications or outside the provisions laid down in any related user documentation supplied with the Software to you;
- 6.2.12. diagnosis and/or rectification of problems not directly associated with the Software; and
- 6.2.13. repairs or replacements necessitated by accidental damage, operator errors, abnormal operating conditions, the connection of unauthorised peripheral equipment, improper use, misuse, neglect or abuse of the Software, assistance on hardware usage or service calls necessitated by causes external to the Software such as failures in the hardware on which the Software is operational.

7. PROCEDURE FOR UPGRADES

- 7.1. At regular stages IDU will require you to upgrade their Software to the latest version of the Software, in order for IDU to continue to provide the Services.
- 7.2. Although there will not be any additional licence fee for any upgrades to the Software, there will be a services cost associated with the upgrade.
- 7.3. If a specific problem has been rectified in a new version of the Software, and you choose not to upgrade the Software and then require that specific problem fix, you will pay separately for such development.
- 7.4. IDU does not guarantee that they will continue indefinitely to provide support for old versions of the Software.

8. PROCEDURE FOR REQUESTING SERVICES

- 8.1. You will, whenever you require IDU to perform the Services as set out in Clauses 6.1 and 6.2 of this Agreement, follow the procedure set out below:
 - 8.1.1. you will inform IDU of any faults or problems in or in respect of the Software within 24 (twenty four) hours of such fault or problem having been discovered and will, should on-site access be required, provide IDU's personnel with reasonable access to your Equipment on which the Software is operating, upon arrival of the personnel of IDU at the Premises;
 - 8.1.2. you will appoint a representative(s) who is/are authorised to request Services. You may replace your authorised representative(s) from time to time by Notice to IDU;
 - 8.1.3. IDU shall not be required to provide Services unless requested to do so by your representative(s);
 - 8.1.4. your authorised representative(s) shall furnish IDU with a Notice in requesting the Services of IDU;
 - 8.1.5. you shall provide, at your own cost, such material and information as may be required by IDU to render the Services, which material shall include but not be limited to magnetic media, reference manuals, hardware, the requirement to remove any customer database offsite and the like; and
 - 8.1.6. IDU's personnel will endeavour to resolve the problem immediately. Should IDU's personnel not be able to resolve the problem immediately, IDU shall give you an estimate of how long the problem may take to resolve. IDU shall keep you informed of the progress of problem resolution by means of IDU's then current standard progress report schedule.

9. LIMITATION OF LIABILITY

- 9.1. IDU gives no warranties and makes no representations regarding the Software or related user documentation save for those expressly provided in the Licence Agreement and accordingly shall not be bound by any warranty, representation or other communication not specifically recorded therein. IDU's liability to you and third parties is limited to the extent expressly provided in the Licence Agreement, such terms to apply to this Agreement without limitation.

10. BREACH AND TERMINATION

- 10.1. The Parties' rights in respect of any breach and/or to terminate this Agreement are embodied in IDU's Standard Terms and Conditions which form part of the Schedules to the Licence Agreement and are a material and integral part of this Agreement and shall apply as if set out in full herein.
- 10.2. This Agreement shall automatically terminate upon termination of the Licence Agreement.

11. GENERAL

- 11.1. This Agreement and any annexes hereto, as read together with the terms of the Proposal, the Purchase Order, the Licence Agreement and Standard Terms and Conditions, contains the entire agreement between the Parties in relation to the subject matter hereof.
- 11.2. IDU reserves the right to amend this Agreement from time to time. Any new version of the Agreement will be displayed on our website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is your obligation to visit our web site on a regular basis in order to determine whether any amendments have been made.