

Maintenance Service Agreement (“MSA”)

1. The Maintenance Service will comprise the Licensor's reasonable efforts to correct any errors in the Software Product notified to it by the Licensee which prevent the Software Product functioning in accordance with the user guide included in the Documentation. The Licensor cannot guarantee that corrections will be provided within any specific timescale but where the Licensor estimates that any correction will take more than 3 working days it will provide, where reasonably practicable, a workaround or patch.
2. The Maintenance Service does not comprise and cannot be utilised by the Licensee as a method of securing training in the use and operation of the Software Product.
3. Notification of errors will be made by the Licensee to the Licensor help desk by
 - 3.1 Telephone
 - 3.2 Post
 - 3.3 Facsimile, or
 - 3.4 e-mail
4. The Licensee will complete whenever requested by the Licensor's help desk in every case an error report in the form notified by the Licensor from time to time. The Licensor will not be obliged to commence work on any error report until it has received the error report form correctly completed or, if the error report is by telephone, until it has received such information as should appear on the error report form to include in particular:-
 - 4.1 A list of incorrect results
 - 4.2 Calculation protocols
 - 4.3 Original input information with identification of the (correct) input data record
 - 4.4 Input information on data carriers to enable subsequent tests
5. The Licensee will promptly provide the Licensor with all information and materials required by it for the purpose of investigation, diagnosis and correction of any reported error. The Licensor will not be liable for failure to provide, or any delay or error in providing, the Maintenance Service resulting from the Licensee's failure or delay in complying with this provision.
6. The Maintenance Service includes communication on day-to-day enquiries in respect of understanding and operating the Software Product to the extent that these are not covered in the Documentation. Support will only be given in this way where it can be provided by means of a telephone call of reasonable duration.
7. The Licensor will notify the Licensee of any new Release of the Software Product as and when generally available. The new Release will be supplied free of charge save for the costs of delivery and/or installation.
8. The Licensor may in its absolute discretion upon giving 30 days notice to the Licensee offer to substitute for the Licensed Materials or any part thereof the Licensor's latest version of the Licensed Materials or the relevant part thereof and so that if the Licensee declines such offer the Licensor shall be entitled to immediately terminate the Maintenance Service and shall not be obliged to repay any part of the Maintenance Charge.

9. No Maintenance Service of any description will be provided in respect of any error or problem:
 - 9.1 resulting from any modifications to the Software Product by any person other than the Licensor;
 - 9.2 resulting from incorrect use of the Software Product or operator error;
 - 9.3 in or attributable to the Equipment or other equipment and programs used in conjunction with the Software Product or to any other reason external to the Licensed Materials;
 - 9.4 In any previous Release of the Software Product being operated by the Licensee for longer than 6 months following the offer of the latest Release.

10. To the extent that the Licensor provides the Maintenance Service (or any other service) when it is not obliged to do so by this Agreement, it may charge for all costs and expenses incurred in so doing at its standard Charges for the time being in force.