

STANDARD CYBER-COTTAGE.CO.UK TERMS AND CONDITIONS FOR SYSTEM MAINTENANCE AND SUPPORT

All system Maintenance and Support is provided subject to the following Standard Terms and Conditions. These provisions set forth are only obligations of CYBER-COTTAGE.CO.UK regarding system Maintenance and Support. For purposes of this Agreement, "You" or "Your" shall refer to the entity entitled to receive Maintenance and Support hereunder.

I. CYBER-COTTAGE.CO.UK system MAINTENANCE SERVICES:

1. Unlimited (subject to fair use) use of CYBER-COTTAGE.CO.UK's online and telephone support, to receive technical assistance and/or general consultation with regard to system from CYBER-COTTAGE.CO.UK and for which You have elected to receive Maintenance and Support (the "Covered system").
2. As they become available, CYBER-COTTAGE.CO.UK will provide new versions, updates and/or enhancements to current versions of the Covered system. Some new versions, updates and/or enhancements may require more advanced or larger capacity equipment and/or third party system. Equipment and system compatibility shall be Your sole responsibility.
3. As they become available, CYBER-COTTAGE.CO.UK will provide updates and enhancements to existing documentation.
4. CYBER-COTTAGE.CO.UK will take all reasonable steps to correct defects in the Covered system that are directly attributable to programming if CYBER-COTTAGE.CO.UK, in its sole discretion, recognizes them as having a materially detrimental effect on the performance of the Covered system.
5. CYBER-COTTAGE.CO.UK will take all reasonable steps to have data anomalies repaired and data loss in the Covered system directly attributable to programming minimized. This provision is subject to Your performance of scheduled data backups using a prudent method of media rotation.

II. CHARGES

1. The Annual Maintenance period begins on the go live date of the Covered system from CYBER-COTTAGE.CO.UK.
2. The initial Annual Maintenance fee is based upon either a % of current list price of the Covered system or base cost plus £ per port. Renewal fees are calculated annually for a 1-year period and may be subject to an inflationary adjustment defined at the time of renewal. If You purchase add additional system or licensed users for such system, these additions will automatically be subject to Maintenance fees and will be invoiced accordingly. Charges for any partial month of coverage will be prorated on the basis of a thirty (30) day month to coincide with existing annual Maintenance term.
3. All charges for system Maintenance are payable in advance. Failure to give at least thirty (30) days notice of intention not to renew the Maintenance contract will result in automatic renewal and You will be liable for an additional year's charges. Notwithstanding this, if You fail to pay any invoice within thirty (30) days of the invoice date, CYBER-COTTAGE.CO.UK may withhold services until payment has been received.
4. Charges do not include charges related to third party system programs, which may be required to run the Covered system. You may be required to pay separately for any upgrades in such third party programs.
5. CYBER-COTTAGE.CO.UK reserves the right to charge late fees on overdue accounts.

III. EXCLUSIONS FROM CYBER-COTTAGE.CO.UK system MAINTENANCE SERVICE

The following is expressly excluded from the terms of this Agreement:

1. Provision, installation and/or support of new versions and/or enhancements to current versions of non-CYBER-COTTAGE.CO.UK systems.
2. Installation of updates and enhancements to CYBER-COTTAGE.CO.UK system.
3. Upgrading any hardware and memory on the system on which You use the Covered system.
4. If You are using CYBER-COTTAGE.CO.UK products that require a common database, You must remain current on Maintenance for all products for as long as the Covered system is in use in order to assure the integrity of Your Covered system. Cancellation of Maintenance on any one system may cause incompatibilities with related products, and performance of all Covered system could be adversely affected.
5. Repair of the Covered system and data if CYBER-COTTAGE.CO.UK determines the failure is related to:
 - (a) the equipment or supplies You are using.
 - (b) misuse or neglect of the covered system including, but not limited to, failure to perform scheduled data backups using a prudent method of media rotation.
 - (c) anyone other than a member of CYBER-COTTAGE.CO.UK's staff making any alteration to the Covered system or to the system files which may affect the Covered system.
 - (d) environmental conditions, including, but not limited to, insufficient, excessive, or irregular electrical power, failure of air conditioning, excessive heat or humidity, flood, water, wind or lightning.
 - (e) use of the Covered system for purposes other than those which it was expressly designed.
 - (f) the relocation or reinstallation of the Covered system.
 - (g) the use of any system other than the Covered system.
6. CYBER-COTTAGE.CO.UK reserves the right to charge additional support fees at its then standard rates for services performed in connection with reported incidents that are later determined to have been due to hardware or system not supplied by CYBER-COTTAGE.CO.UK. Notwithstanding the foregoing, CYBER-COTTAGE.CO.UK has no obligation to perform support services in connection with issues resulting from hardware or system not supplied by CYBER-COTTAGE.CO.UK.

IV. system MODIFICATIONS

Any modifications that You make to the system, including any modifications to any third party licensed system included with or embedded in the system, will render any Maintenance or Warranty obligations contained in this Agreement null and void with respect to that modification. CYBER-COTTAGE.CO.UK will not be liable, in any respect, for any such modifications or any errors, losses or damage resulting from such modifications. CYBER-COTTAGE.CO.UK has no other responsibilities with respect to Maintenance other than those specified in this Section and will not be responsible for maintaining other than the most current, unaltered release of the system.

V. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

1. NO WARRANTIES: CYBER-COTTAGE.CO.UK DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY YOU IN USING THE system, THAT THE system WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE system WILL BE UNINTERRUPTED OR ERROR FREE. THE system IS LICENSED "AS IS" AND THE MAINTENANCE SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. CYBER-COTTAGE.CO.UK EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH RESPECT TO THE system AND SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. LIMITATION OF LIABILITY: IN NO EVENT WILL CYBER-COTTAGE.CO.UK BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY OF MAINTENANCE SERVICES OR AND DELAY IN DELIVERY OF THE MAINTENANCE SERVICES. CYBERCOTTAGE.CO.UK'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE RELEVANT SERVICES GIVING RISE TO THE LIABILITY.

VI. GENERAL

1. Delivery of any system Maintenance service to You by CYBERCOTTAGE.CO.UK is subject to conditions beyond the control of CYBERCOTTAGE.CO.UK or its agents, including but not limited to, Acts of God, acts of any public enemy, fire, flood, epidemic or quarantine restrictions, strikes, riots or civil commotion, freight or other embargoes, weather conditions or any failures by CYBER-COTTAGE.CO.UK's subcontractors or suppliers.
2. You may not sub-license, sell, rent, lend or lease any portion of the Covered system. You may not translate or create derivative works based on the Covered system.
3. You may cancel maintenance by giving notice at least 30 days notice in advance of the annual period renewal date. Cancellations will become effective on the renewal date. No credit will be given for partial Maintenance periods. If You allow your Maintenance coverage to lapse, You may purchase telephone and/or email support for currently supported system versions on an as-needed basis. Telephone and/or email support is billed at £** per hour, with a minimum charge of one hour. After the first hour, support is billed in 60-minute increments of £**each. System updates and access to the Support web site are not available without Maintenance.
4. Reinstatement of lapsed Maintenance will require full payment of Maintenance fees that would have been due from the expiration of the last active Maintenance period through the reinstatement date, plus a 15% administrative surcharge. Payment of the applicable amount for the current Maintenance period will be due upon reinstatement. This reinstatement policy applies if Maintenance has been cancelled or there is otherwise a lapse in Maintenance coverage.
5. All provisions of this agreement shall be governed by the laws of Great Britain
6. If You choose not to install the latest version of the Covered system, CYBER-COTTAGE.CO.UK reserves the right to limit the scope of the Maintenance services provided.

** Please refer to standard scale of rates for current hourly charge