

SNAP SURVEYS LTD

SNAP PLUS SERVICE LEVEL AGREEMENT

THE LICENSOR:

Snap Surveys Ltd, a company registered in England under number 1672722 whose registered office is at 5 Mead Court, Cooper Road, Thornbury, Bristol BS35 3UW.

THE LICENSEE:

Any customer of Snap Surveys Ltd who has purchased a non-exclusive licence to use some or all of the software applications collectively known as Snap Surveys Software and is either in the warranty period or has a current Snap Plus software maintenance policy in place.

WHERE:

- (1) The Licensor has developed and owns, or has licensed from third parties, certain computer software applications collectively known as Snap Survey Software and has granted to the Licensee a non-exclusive licence to use such of those applications as purchased by the Licensee.
- (2) The Licensee, having been granted a non-exclusive licence to use Snap Survey Software, has agreed to and accepted Snap Surveys Software and Services Agreement.
- (3) The Licensor has agreed to provide to the Licensee certain services in respect of the support and maintenance of Snap Survey Software on the terms and conditions set out in this Agreement. These support and maintenance services are known as Snap Surveys Snap Plus software maintenance policy and are referred to in Clause 7 of the Software and Services Agreement.

1. DEFINITIONS

In this Agreement, unless inconsistent with the context or otherwise specified, the following definitions will apply:

“Consultancy”	consultancy services provided by the Licensor to assist Licensees in the use of Snap Survey Software;
“Equipment”	computer equipment on which Snap Survey Software is installed and in operational use;
“Media”	the media on which Snap Survey Software is recorded as provided to the Licensee by the Licensor;
“Training”	training courses run by the Licensor in the use of Snap Survey Software.

2. **SERVICES TO BE PROVIDED**

The Licensor agrees, in relation to Snap Surveys Software, to:

- 2.1 provide Support to the Licensee;
- 2.2 provide Maintenance Services for the Licensee.

3. **TERM**

- 3.1 The term of the Snap Plus software maintenance policy Agreement is as set out in Clause 7 of the Snap Surveys Software and Services Agreement.

4. **PAYMENT**

- 4.1 The Snap Plus software maintenance policy shall be paid by the Licensee in accordance with Clauses 7 and 8 of Snap Surveys Software and Services Agreement. No support shall be provided until payment has been received by the Licensor.
- 4.2 Any charges payable by the Licensee under this Agreement in addition to the Snap Plus software maintenance policy fee shall be paid within 30 days after receipt by the Licensee of the Licensor's invoice.
- 4.3 The Snap Plus software maintenance policy fee and other charges payable under this Agreement are exclusive of VAT, which shall be payable by the Licensee at the rate and in the same manner for the time being prescribed by law against submission of a valid tax invoice.

5. **RISK**

Risk in the Media shall pass to the Licensee on delivery. If any part of the Media shall thereafter be lost, destroyed or damaged the Licensor shall promptly replace the same at no cost. The Licensor shall not make any further or additional charge for such replacement.

6. **SUPPORT**

- 6.1 During the continuance of this Agreement, the Licensor shall provide the Licensee with all or any of the following support services:
 - 6.1.1 Helpdesk support. The Licensee can telephone, fax or e-mail the Licensor's Helpdesk, which is available 0900 to 1700 Monday to Thursday and 0900 to 1630 on Friday, excluding Public Holidays and the Christmas period. The Licensor's Helpdesk aims to respond to all calls, faxes and e-mails within one hour, and will respond to all communications within one business day.
 - 6.1.2 At the Licensor's sole discretion, should the Licensee's enquiry be best resolved with Training then the Licensor will provide the Licensee with a Training recommendation.
 - 6.1.3 At the Licensor's sole discretion, should the Licensee's enquiry be best resolved by Consultancy then the Licensor will provide the Licensee with a Consultancy recommendation.
 - 6.1.4 Information on availability of new versions of software.
 - 6.1.5 Access to the Licensor's on line forum.

- 6.2 The Licensee shall supply verbally or in writing to the Licensor a detailed description of any fault requiring Helpdesk support and the circumstances in which it arose, and shall submit sufficient material and information to enable the Licensor's support staff to duplicate the problem.
- 6.3 When appropriate, the Licensor will endeavour to give an estimate of how long a problem may take to resolve. The Licensor will keep the Licensee informed of the progress of problem resolution. The Licensor's support staff will attempt to solve a problem immediately, or as soon thereafter as possible.

7. MAINTENANCE

During the continuance of this Agreement the Licensor shall provide the Licensee with the following maintenance services:

7.1 Error Correction

- 7.1.1 If the Licensee shall discover that a current release fails to perform in accordance with its specification then the Licensee shall notify the Licensor of the defect or error in question and provide the Licensor (so far as the Licensee is able) with a documented example of such defect or error.
- 7.1.2 The Licensor shall thereupon use its reasonable endeavours to correct promptly such defect or error. Forthwith upon such correction being completed, the Licensor shall deliver to the Licensee the corrected version of the application and provide instructions for the proper use of the corrected version of the current release. The Licensor shall provide the Licensee with all assistance reasonably required by the Licensee to enable the Licensee to implement the use of the corrected version of the current release.
- 7.1.3 The foregoing error correction service shall not include service in respect of:
 - 7.1.3.1 defects or errors resulting from any modifications of the current release made by any person other than the Licensor;
 - 7.1.3.2 any version of the Snap Survey Software other than the current release or the immediate previous release;
 - 7.1.3.3 incorrect use of the current release or operator error;
 - 7.1.3.4 any fault in the Equipment or in any programs used in conjunction with the current release;
 - 7.1.3.5 defects or errors caused by the use of the current release with programs not supplied by or approved in writing by the Licensor, provided that for this purpose any programs designated for use with the current release shall be deemed to have the written approval of the Licensor.
- 7.1.4 The Licensor shall make an additional charge in accordance with its standard scale of charges for the time being in force for any services provided by the Licensor:
 - 7.1.4.1 at the request of the Licensee, but which do not qualify under the aforesaid error correction service by virtue of any of the exclusions referred to in clause 7.1.3 above; or
 - 7.1.4.2 at the request of the Licensee but which the Licensor finds are not necessary.

For the avoidance of doubt nothing in this clause shall impose any obligation on the Licensor to provide services in respect of any of the exclusions referred to in clause 7.1.3.

7.2 Releases

7.2.1 The Licensor shall promptly notify the Licensee of any improved version of Snap Survey Software that the Licensor shall from time to time make.

7.2.2 The Licensor shall deliver to the Licensee as soon as reasonably practicable (having regard to the number of other users requiring the new release) the new version.

7.2.3 If required by the Licensee, the Licensor shall provide training for the Licensee's staff in the use of the new release at the Licensor's standard scale of charges for the time being in force as soon as reasonably practicable after the delivery of any new release.

7.2.4 The new release shall thereby become the current release and the provisions of this Agreement shall apply accordingly.

7.3 Advice

The Licensor will provide the Licensee with such Helpdesk services as shall be necessary to resolve the Licensee's difficulties and queries in using the current release.

7.4 Changes in Law

The Licensor will from time to time make such modifications to the current release as shall ensure that the current release conforms to any change of legislation or new legal requirements which affect the application of any function or facility. The Licensor shall promptly implement the modifications to the current release as soon as reasonably practicable thereafter.

8. EXCLUDED SUPPORT AND MAINTENANCE

8.1 The Licensor shall be under no obligation to provide Support and Maintenance in respect of:

8.1.1 problems resulting from any modifications or customisation of Snap Survey Software not authorised in writing by the Licensor;

8.1.2 any software other than Snap Survey Software;

8.1.3 incorrect or unauthorised use of Snap Survey Software;

8.1.4 any fault in the Equipment;

8.1.5 any programs used in conjunction with Snap Survey Software;

8.1.6 use of the elements of Snap Survey Software in any combination other than those intended by the Licensor;

8.1.7 the Licensee's failure to install and use the new release of Snap Survey Software within 30 days of its receipt.

8.2 The Licensor shall upon request by the Licensee provide Support and Maintenance notwithstanding that the fault results from any of the circumstances described in clause 8.1 above. Any time spent by the Licensor

investigating such faults will be chargeable at the Licensor's then current rates. The Licensor shall invoice such charges at its discretion and such shall be paid within 30 days of the date of said invoice.

8.3 The Licensor reserves the right to discontinue the Support and the Maintenance for any prior version of the Supported Software if a superseding version has been available to the Licensee.

8.4 The Licensor shall not be obliged to make modifications or provide support in relation to the Licensee's computer hardware, operating system software, or third party application software or any data feeds or external data.

9. **LICENSOR'S WARRANTY**

9.1 The Licensor warrants to the Licensee that all services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

10. **LICENSEE'S WARRANTY**

10.1 The Licensee warrants that it shall comply in all material respects with all applicable laws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom, and that all licences, permissions and consents required for carrying on its business have been obtained and are in full force and effect.

11. **LICENSEE'S OBLIGATIONS**

11.1 The Licensee shall:

11.1.1 operate the software in accordance with the Licensor's instructions;

11.1.2 install the current version of software from time to time when upgrades or fixes occur;

11.1.3 provide the Licensor with such reasonable assistance as the Licensor may request, including, but not limited to, providing sample output and other diagnostic information

12. **TERMINATION**

12.1 The Licensee may terminate this Agreement by not renewing the Snap Plus maintenance policy at the annual renewal date.

12.2 The Licensor may terminate this Agreement forthwith on giving notice in writing to the Licensee if:

12.2.1 the Licensee commits any serious breach of any term of this Agreement or the Software and Services Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the Licensor so to do, to remedy the breach; or

12.2.2 the Licensee permanently discontinues the use of Snap Survey Software.

12.3 Forthwith upon the termination of this Agreement, any licence made between the Licensor and the Licensee, and relating to any software or other materials subject to the Support and the Maintenance supplied under this Agreement, shall terminate in the manner provided in the Software and Services Agreement.

12.4 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come onto or continue in force on or after such termination.

12.5 If the Licensor terminates this Agreement pursuant to clause 12.2, then the Licensee shall not be entitled to any refund of the Snap Plus maintenance policy fee.

13. **ALTERATIONS**

The Licensee undertakes not to alter or modify the whole or any part of the Snap Survey Software in any way whatsoever, nor to permit the whole or any part of the Software to be combined with, or become incorporated in, any other programs.

14. **SEVERANCE**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

15. **WAIVER**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

16. **PROPER LAW AND JURISDICTION**

Clause 17.11 of the Software and Services Agreement applies.