

**SCHEDULE 1**  
**REMOTE SUPPORT SERVICES**

**DEFINITIONS**

In this Schedule:-

“Remote Support Commencement Date” shall mean the date of completion of a satisfactory Acceptance Test

All other words or expressions shall have the meanings as set out in the Terms and Conditions of Contract.

**1. HARDWARE**

- 1.1. service provided
- 1.1.1. Between the hours of 0900 and 1730 Monday to Friday (excluding statutory holidays and CTi’s Christmas / New Year holiday period) CTi will provide Remote Support Services covering remedial maintenance (including replacement of defective parts) at the Site arising from malfunction of the System.
- 1.1.2. CTi may at its option instead of repair provide a substitute unit for any of those constituting the System. Defective parts permanently removed by CTi will become the property of CTi and the replacements will become the property of the Customer and shall become part of the System.
- 1.1.3. CTi shall use its reasonable endeavours to remedy any stoppage or breakdown or failure as promptly as it is able and likewise shall make all reasonable endeavours to keep the System in good working order.
- 1.1.4. Remote Support charges cover all labour and parts required to remedy malfunction arising from normal use and fair wear and tear of the System. CTi reserves the right to charge for replacement parts and to levy charges at the Extra Rate for work carried out to cover abnormal use of the System repairs due to causes other than fair wear and tear and service calls occasioned by other than System malfunction including:-
- 1.1.4.1. operator error or incompetence;
- 1.1.4.2. power or environmental fault;
- 1.1.4.3. program error in associated Plant;
- 1.1.4.4. program changes in the associated Plant which result in System malfunction;
- 1.1.4.5. electrical work external to the System or the maintenance of accessory attachments or other devices not furnished by CTi;
- 1.1.4.6. service necessitated by supply items or software not furnished by CTi;
- 1.1.4.7. assistance with relocation of the System;
- 1.1.4.8. service resulting from accident neglect alterations improper use of misuse of the System or necessitated by repairs attempted by the Customer or its agents.
- 1.1.4.8.1.
- 1.2. CUSTOMER OBLIGATIONS
- 1.2.1. The Customer will:-
- 1.2.1.1. ensure that environmental and power supply conditions suitable for the equipment are maintained in accordance with CTi’s recommendations;
- 1.2.1.2. allow CTi access to the System for remote support purposes and co-operate with CTi Staff in the diagnosis of equipment malfunction;
- 1.2.1.3. keep and operate the equipment in a proper and prudent manner ensuring that only competent and trained employees are allowed to operate it;
- 1.2.1.4. not move the equipment nor make any addition, modification or adjustment to it without prior written consent of CTi which consent shall not be unreasonably withheld nor allow persons other than CTi’s staff to adjust, repair or maintain it;
- 1.2.1.5. make freely available to CTi all documentation and software relating to the Plant necessary for the efficient maintenance of the System.
- 1.2.1.6. ensure the On-site Loan Equipment is installed on the day that it arrives
- 1.2.1.7. ensure once the faulty equipment is disconnected from the rest of the system it is sent for next working day delivery to the repair centre.
- 1.2.1.8. ensure the repaired unit is installed on the day that it is returned
- 1.2.1.9. ensure once the repaired or replacement equipment is installed the On-site Loan Equipment is sent for next day delivery either to CTi’s offices or alternative destination as requested by CTi in writing
- 1.3. on-site loan equipment

Any On-site Loan Equipment provided by CTi under this Remote Support Services Agreement shall remain the property of CTi and will be returned to CTi by the Customer on termination of the Remote Support Services. The Customer shall insure the On-site Loan Equipment for its full replacement value.

## SCHEDULE 1

### 1. SOFTWARE

- 1.1. service provided
- 1.1.1. Between the hours of 0900 and 1730 Monday to Friday (excluding statutory holidays and CTi's Christmas / New Year holiday period) CTi will provide telephone Software Support in connection with problems which the Customer may be experiencing in the running of the Software. Where CTi staff are not able to provide assistance immediately, they will have access to the manufacturer's resources responsible for the Software and will consult them to obtain the best possible advice for the Customer.
- 1.1.2. Problems which do not delay or inhibit operation of the System can be submitted by email.
- 1.1.3. The Customer shall submit sufficient material and information to enable CTi's staff to duplicate the problem.
- 1.1.4. CTi's staff will attempt to solve a problem or as soon as reasonably practicable. When appropriate, CTi will endeavour to give an estimate of how long a problem may take to resolve. CTi will keep the Customer informed of the progress or problem resolution.
- 1.1.5. Out-of-hours Remote Support may be provided by CTi at the Extra Rate.
- 1.1.6. CTi shall correct critical errors or provide assistance to overcome specific Software problems. CTi may, in its sole discretion, correct errors by "patch" or by new version.
- 1.1.7. Information on availability of new versions of the Software.
- 1.1.8. Consultancy advice on Software development enhancements and modifications together with estimates of the same.
- 1.1.9. If a problem is found to have been caused by programmes, software routines or other reasons which are not due to the Software supplied by CTi or by negligence by the licensee or their authorised representatives or through accident misuse or improper use of the Software or necessitated by modifications attempted by the Customer or its agent, CTi shall be entitled to invoice the Customer for the time spent on the problem at the Extra Rate then in operation.

### 2. DURATION

The Remote Support Services will continue for a period of one year from the Remote Support Commencement Date and if not terminated by 30 days notice by the Customer in writing to expire at the end of that period shall continue thereafter until terminated by either party giving to the other not less than one calendar months notice in writing expiring on any subsequent anniversary of the Remote Support Commencement Date.

### 3. CHARGES

Remote Support Charges are based on service provided during the hours of 0900 and 1730 hours Monday to Friday excluding statutory holidays, Additional or out-of-hours support is subject to the Extra Rate.

- 3.1. CTi shall charge for support service requested by the Customer which are not specifically covered by this Contract.
- 3.2. CTi reserves the right to amend the Software Support Charges and the Extra Rate at any time by written notification to the Customer for the following year.
- 3.3. Remote Support Charges for the first year are payable within 14 days of the Remote Support Commencement Date
- 3.4. Payments not made on the due date will incur interest in accordance with Clause 15.5 of the Terms and Conditions of Contract.
- 3.5. Failure of the Customer to pay any charges when due shall constitute sufficient cause for CTi to suspend or terminate Remote Support and to remove the On-site Loan Equipment.
- 3.6. Remote Support Charges are exclusive of Value Added Tax which will be added at the prevailing rate at time of invoice.
- 3.7. CTi reserves the right to charge for On-site Loan Equipment on a daily rate equal to 1/365<sup>th</sup> of the On-site Loan Equipment's replacement cost for every day the On-site Loan Equipment is away from CTi's offices.

### 4. REMOTE SUPPORT SERVICES NOT INCLUDED AND WHICH SHALL BE CHARGED FOR

- 4.1. Support of other software, accessories, attachments, machines Systems or other devices not supplied by CTi;
- 4.2. Rectification of cost or corrupted data arising for any reason other than CTi's own negligence.
- 4.3. Support rendered more difficult because of any changes, alterations, additions, modifications or variations to the Software, System or operating environment.
- 4.4. Attendance to faults caused by using the Software outside design or other specifications or outside the provisions laid down in any documentation or manual supplied with the Software and/or System, or caused by operator error or omission.
- 4.5. Diagnosis and/or rectification of problems not associated with the Software and/or System.
- 4.6. Any CTi Staff attendance onsite.

and any such support shall be paid by the Customer to CTi at the Extra Rate.