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Software Support Agreement

1. Introductory

This Agreement for the support and maintenance of computer software is made between:

ieComputerSystems Ltd.
Unit 38
North Park
Finglas
Dublin 11
Ireland

and

[Your Company Name](#)
[Your Company Address](#)

(Herein after referred to as “the Supplier”)

(Herein after referred to as “the Customer”)

2. Commencement Date

The support commencement date shall be [DD/MM/YYYY](#).

3. Term

This Agreement will be for a period of one (1) calendar year from the commencement date specified at section 2 above and shall be automatically renewed for additional one (1) year terms, unless terminated by the Customer serving thirty (30) days notice in writing to the Supplier prior to the end of the then running term. This Agreement may also be terminated by the Supplier if the Customer defaults in the payment of any monies due under this Agreement and fails to remedy the default within fifteen (15) days after written notice or in the event of a breach by the Customer of any other provision of this Agreement.

4. Licensed Software Covered

The Licensed Software for which the Supplier shall provide software support is ieSupportManager.

5. Support Fee

The annual software support fee shall be €[xx.xx](#) (exclusive of any value added or sales taxes). The Supplier reserves the right to amend this support fee by giving not less than sixty (60) days notice prior to the end of the then running one (1) year term.

6. Support Services

The software support services to be provided to the Customer by the Supplier pursuant to this Agreement are as follows:

- 6.1. Responses to the Customer’s reports (whether by mail, electronic mail or fax) of difficulties or problems with the Licensed Software and assistance in diagnosis of faults. The Customer must provide adequate information and documentation to enable the Supplier to recreate the problem. The Supplier may notify the Customer that the problem could not be recreated, located or identified, if such is the case. If applicable the Supplier may notify the Customer that the problem will not be resolved and the reason for this decision. If it is determined that there is no problem with the Licensed Software, the Supplier will so inform the Customer and in such case the Supplier reserves the right to charge the Customer a reasonable fee. Notwithstanding the provisions of this section, the Supplier makes no warranties that the support services provided hereunder will be successful in resolving any difficulties or problems or in diagnosing faults.

6.2. The Supplier may provide without additional charge, revised or updated releases of the Licensed Software when such revised or updated releases are made generally available. On provision of such releases by the Supplier, all previous releases shall be replaced for all purposes by such new releases. In the event of non-acceptance of any such new releases by the Customer within a reasonable period of time following the date of the release, the Supplier will be relieved of its obligations hereunder.

6.3. Major Enhancements to the Licensed Software and New Programs are not included in the support services under this Agreement. These will be made available to the Customer subject to availability and for the then current price and licensing arrangements.

7. Exclusions

7.1 The Supplier's obligation to provide support services under this Agreement is contingent upon proper use of the Licensed Software. The Supplier shall be under no obligation to provide such services, where, in the Supplier's reasonable opinion, the same are required because of:

7.1.1 Failure of the Licensed Software due to improper use, accident or neglect.

7.1.2 Alterations, modification or attempts made to repair the Licensed Software without the Supplier's approval.

7.1.3 Causes external to the Licensed Software.

7.1.4 Use with software not supplied or approved by the Supplier, where the use of such software, in the Supplier's reasonable opinion, affects the proper functioning of the Licensed Software supplied by the Supplier

7.1.5 Customer failure to maintain the Licensed Software at the Supplier's specified release level, unless specifically agreed in advance by the Supplier

7.2 Support services do not include the installation, relocation or reconfiguration of the Licensed Software on any machine belonging to the Customer.

7.3 Telephone support is not included in this Agreement.

7.4 On-site customer support services are not included in this Agreement.

7.5 Provision of support services hereunder does not imply any guarantee or promise or representation that the Supplier will be able to assist the Customer in achieving any results from any software, which are not technically feasible.

8. General

8.1 The headings in this Agreement are for convenience and ease of reference only, are not part of this Agreement and shall not be relevant to or affect the meaning or interpretation of this Agreement.

8.2 This Agreement, together with its attachments, is the complete and exclusive statement of the agreement between the parties concerning the matters contemplated herein, and supersedes all written and oral contracts, proposals and other communications between the parties.

8.3 The Customer agrees that the terms and conditions of any purchase order or other instrument issued by the Customer in connection with the subject matter of this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on the Supplier and will not apply to this Agreement.

8.4 This Agreement may be modified only in writing by authorized representatives of the Supplier and the Customer.

9. Governing law

This Agreement shall be governed by the laws of the Republic of Ireland.