



## Software Support Agreement

### Overview of the RTSW Software Support Agreement

RT Software (RTSW) offers a “no-quibble” 30 day guarantee on all of its products, after this a customer is offered the option of a Software Support Agreement (Agreement). Through a valid Agreement, customers can contact the support team at RTSW to discuss technical aspects of the product, report issues in the software and expect resolution through software updates (bug fixes), and receive new versions of the product that may include bug fixes and product feature enhancements.

RTSW supplies its range of licensed software products under 2 options:

- Perpetual (20) year licences.
- Annual Right to Use (RTU) licences.

Licences are controlled by Sentinel Hardware keys (dongles).

The perpetual licenses are actually valid for 20 years. They are supplied with a 30 day no quibble guarantee during which time RTSW will take technical support calls and fix any reported bugs. Thereafter the customer is required to take out an optional annual software support agreement.

The RTU licences are time locked licences and must be renewed annually if usage is to continue after the first year. RTU licences include Software Support.

The Software Support Agreement SLA is as follows:

- Telephone and email access to support desk with a 4hr acknowledgement during working hours.
- Provision of downloadable bug fix releases on the RTSW server.
- Provision of downloadable new functionality releases on the RTSW server.

Should a customer choose to not take have an Agreement in place, or allow an Agreement to lapse then support can only be provided once an Agreement is put in place and back dated to the expiry date.

Agreements are licence specific, not customer specific. Any customer upgrading any RTSW software products for a licence that is not covered by an Agreement will be deemed to be infringing RTSW Terms and Conditions and that software will be withdrawn.

RTSW reserves the right to make additional charges for major new releases of all of its software products.

A Software Support agreement does not include for any provision of on-site support or customer visits.

RTSW reserves the right to make charges for support required due to issues of the customers making.

## Contacting RTSW Support

Telephone: +44 (0) 207 384 9277 or the main RTSW switchboard +44 (0) 207 384 2711

Email: support@rtsw.co.uk

In order to log a call, you will need to provide the following information;

- Your Name
- Your Company Name
- Your email address
- Product Name (version if applicable)
- Your call reference number (if applicable)
- Brief description of the issue

The following information will be useful;

- Details of hardware and operating system used
- Details on what you were doing just prior to the error occurring
- Is the problem repeatable?
- Save the playout stack and error logs and email it to support@rtsw.co.uk

## Performance of Agreement

RTSW will do everything in its powers to make sure that you are satisfied with the service you are receiving. Should you not be totally satisfied a representative from RTSW will contact you to discuss the options available.

## Contact Details

It is the responsibility of the organisation receiving the support to ensure that the contact details are maintained and up to date. That includes the main POC and Accounts POC. It is these persons who will be contacted when the support contract is due for renewal. RT Software cannot be held responsible for any contact that lapses due to an inability to make contact with the company.

## Payment

Payment must be received within 30 days of this Agreement being issued. Failure to settle the invoice, in full, will mean that RT Software will terminate the Agreement without any further consultation. Any support will then only be given when confirmation of settlement of the invoice has been received. The Agreement will still be dated from the original date.

## Relevant Law

All disputes with regards to this Agreement will be dealt with under English Law. By signing the Agreement you agree to this arrangement

## Limitation of Liability

RTSW is not liable for damages including, but not limited to, general, special or consequential damages occurring out of or in connection with consultation services, training, or application advice provided to aid in the implementation of Licensed Software. Licensee is exclusively responsible for the supervision, management, and control of its use of the Licensed Software.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to be in full force without being impaired or invalidated in any way. This Agreement constitutes the entire support agreement between you and RTSW.

## Disclaimers

The Agreement does not cover any modifications to the software. If the customer requires modifications then these will be quoted and charged for at the normal rates.

**Signature to the Software Support Agreement**

Software being supported:

Description .....

Dongle ID .....

Date for cover to start:

Date of agreement:

Name:

Position:

Company:

Signature:

Purchase Order Number:

## Software Support Agreements – FAQs

### What is supported?

All current software releases, plus 2 previous versions. The Agreement includes corrections to errors and product malfunctions in the software, as well as usage and installation assistance.

### Product Errors

If a product error is identified, RTSW provides a mechanism to provide the customer with product maintenance to fix the problem. Sometimes, however, the changes required are more extensive than is feasible to provide in a maintenance package and may be included in a future product release.

### Backup of Software

RTSW will keep on their servers, unless expressly requested not to, a copy of each and every version of software that the client has had maintained.

### System Advice

RTSW will offer free telephone or email advice on any matter that pertains to the use of the software within the customer's organisation in relationship to enhancements and integration with other systems at the customer's site.

### Software Support not Covered by this Agreement

RTSW, has no obligation under this agreement to support the following:

- Versions more than 2 releases old.
- Software problems created by customer negligence.
- Software problems resulting from hardware malfunction.
- Software used on a computer system not specified by RTSW.

### Length of Contract

Unless otherwise stated, the duration of the Software Support Agreement is one year from the date of contract.

### Expired Contracts

Should a customer allow an Agreement to lapse, support will only be provided once a back dated Agreement is put in place to cover the lapsed period. Alternatively the customer can repurchase the licensed RTSW software.

### When is Support Available?

Technical Support services is available on UK working days from 9:00 a.m. To 6:00 p.m. Monday through Friday excluding public holidays.

### How will RTSW contact me?

Once a call has been logged, a technical representative from RTSW will attempt to contact the customer via the telephone and/or email to inform the customer that the problem is being dealt with.

### How will I be updated on the progress of my call?

When the status of a call has changed (e.g. closed or awaiting input from customer) the customer will be telephoned or emailed with a notification of this change.

### Can I do anything to speed up the resolution of my call?

RTSW will endeavour to answer all calls as soon as is possible, but the following items will help RTSW staff speed up the process as much as possible;

- Try to remember what you were doing just prior to the error occurring and note this down.
- See if you can repeat the problem again.
- Save the playout stack and error logs and email it to support@rtsw.co.uk