

AQUAForest SOFTWARE SUPPORT AND MAINTENANCE COVER (SMC) CERTIFICATE

For your records:

SMC Reference Number*: AQUA xxxxx/xxxxx

*You may be asked to quote this number in all support requests

Licensee Name: xxxxx

Length of SMC: 12 months

Start Date: xx 20XX

Expiry Date: xx 20XX

Software Product(s) covered:

License Reference	Product	No. Cores	License Type	Version
AQUA-xxx	Aquaforest xxx	x	Perpetual	x.x

NOTES: NA

SUPPORT AND MAINTENANCE COVER - What this entitles you to:

Aquaforest will support and maintain the Covered Software for a period of twelve (12) consecutive months from the Start Date set out above. Support is provided by email, phone, or remote session, whichever Aquaforest deem the most appropriate for the support query. During the covered period the Licensee is entitled to download and install any available maintenance patches, fixes, new releases, and upgrades, both major and minor. Additionally, during this covered period, the Licensee (at our discretion), can migrate the covered license(s) to another host machine.

Aquaforest will automatically inform the Licensee by email of all major upgrades and new releases available on their covered product(s). Please note however that as i) We do not inform you personally of minor upgrades and ii) We have also known of instances where our emails have gone into our Customers' Junk email, we strongly recommend that you regularly check our website for all the latest upgrades, both major and minor and newest releases.

Please read 'Duration and Terms' of Aquaforest's Support & Maintenance Cover on pages 2 & 3

How to Access Support

Please quote your SMC Reference Number to access our Support Service. Support is provided during Aquaforest Office hours by email, phone, or remote session, whichever Aquaforest deem the most appropriate for the support query. Other times are available by arrangement. Please note, Support is not provided on UK public holidays and our offices will be closed. Emails requesting support or referencing an active support case must be sent directly to support@aquaforest.com rather than to a named person to ensure that your support case is logged, updated and actioned. Please note that should you telephone in for support we do not guarantee that we will provide an instant solution there and then.

Aquaforest will respond to your request for support in a timely manner, aiming to respond within its next business working day and will endeavour to make all commercially reasonable efforts to provide corrections or work around solutions to reported errors in the covered Software Product and its Documentation.

OUR CONTACT DETAILS:

Website: <http://www.aquaforest.com>

Live Chat: Is available on our website

Email: support@aquaforest.com

Telephone: +44 (0)1296 768727

Office Hours: Monday to Friday, 9.30am-5.30pm (UK Time)

Address:

Aquaforest Ltd
Midshires House, Suite 32
Midshires Business Park
Smeaton Close
Aylesbury, Bucks
HP19 8HL
United Kingdom

Please read Terms & Conditions, point 17 re:

SUBMISSION OF DOCUMENTS CONTAINING PERSONAL OR CONFIDENTIAL DATA

Please Note:

For support purposes and to assist Aquaforest to fulfil its duty in keeping the Licensee informed of the latest updates and new releases, it is the Licensee's responsibility to ensure that Aquaforest is provided with the most up-to-date names and email contact details of the Licensee. Please adhere to the relevant data protection laws if considering the passing on of confidential or personal data documents onto us.

Thank you for Purchasing Aquaforest Software Support and Maintenance Cover

It is our aim that all our Customers are successful when using our products. Please do not hesitate to contact us for support or queries, no matter how small they may seem. We are always happy to be of assistance and pride ourselves in providing excellent support and customer care.

AQUAFORST PRODUCT SUPPORT AND MAINTENANCE COVER DURATION, TERMS AND CONDITIONS

1. The Software Support and Maintenance Cover ("SMC") commences upon receipt of the Software Product and will continue for twelve (12) consecutive months from the Start Date specified. Thereafter, the Licensee may purchase a continuation of the annual SMC provided that the SMC is renewed on or before its expiry. Thereafter, *the SMC will lapse permanently, and any future upgrades will incur a fee of 75% of product current purchase price.* Reinstatement of SMC and/or software upgrades are at our discretion. Discounts are available for purchasing more than one year of SMC in advance. As a courtesy, Aquaforest will usually notify the Licensee by email approximately 14 days before the renewal is due and on the date of expiry. However, the Licensee should not rely on this reminder as this will not affect the termination date of the SMC period.
2. The Licensee may only use the type and number of copies of the Software Products and documentation for which the appropriate Licence fees and SMC have been paid.
3. **SUPPORT**
 - i. Can only be provided on the 2 most recent versions of the covered product, older versions cannot be supported. (Limited support may be available by prior agreement of Aquaforest, please discuss with us prior to purchasing SMC if this is a specific requirement.)
 - ii. MAINTENANCE PATCHES and fixes will only be applied to the most recent version of the covered product(s). Patches and fixes can only be issued to customers with current SMC.
 - iii. Generation of a new license key for the migration of the license to another host machine is at our discretion and requires that the SMC on that product is current.
4. **BUREAU OR SOFTWARE AS A SERVICE PROVIDERS:** Please note that we operate a 'fair usage' policy (point 10). If we consider that that you are consuming more than your fair usage of support, you will be advised that any additional support may be charged for and the rates that will apply. There may be the option of purchasing a 'Software as a Service Provider SMC'
5. The Licensee may not assign the rights of this Support and Maintenance Cover to any other party without the prior written consent of Aquaforest Ltd.
6. **SOFTWARE UPGRADES:** If you choose to upgrade the Software, then the upgraded Software will supersede the Software Product being replaced. The replaced Software Product cannot be used. **NB.** License keys for updates are only issued during the actual period of Support & Maintenance Cover and will not be issued without current SMC even if the software update was released when SMC was current.
7. You must ensure that the Software is used only in combination with other software, devices or hardware recommended or specified by us as being compatible with the Software and ensure that it is used in a stable network environment with adequate capacity. (If you are unsure please feel free to check with us first.)
8. To enable us to provide technical support you are expected to provide us with a single point of contact for the co-ordination of SMC support. We would also require that person to be suitably technically qualified and competent to work with our software. If we reasonably feel that the point of contact is not suitably qualified or competent then we will suspend our SMC Support until such time as a suitable person is appointed or that person receives adequate training. The period of Cover will not be extended if we have to suspend our services for reasons set out in this Clause.
9. It is the Licensee's responsibility to ensure that Aquaforest is provided with the most up-to-date names and email contact details of the Licensee and support coordinator.
10. We operate a 'Fair Usage' policy. You are entitled to a minimum specified number of hours of support per annum. The number of hours is related to the cost of your SMC. Every \$50/£30/€35 cost of SMC equates to a minimum entitlement of 1 hour of Support time. You can request further support, which will be offered at our discretion. The additional support may incur of fee of which you will be advised.
11. You must provide us with reasonable access (e.g. remote access, or as needed by us,) to the Software and all relevant documentation and records relating to a reported issue, and such reasonable assistance as we may request, including sample output and other diagnostic information, in order to assist us in providing support. Failure to provide us with such information is not a breach of your agreement with us, but may result in our suspension of the SMC support until such time as the information or access is provided. We will not extend the period of SMC support.
12. We are not responsible for support services where there is an Extraordinary Circumstance. An Extraordinary Circumstance will be an event deemed to be beyond our reasonable control which results in services being suspended until such time as the Extraordinary Circumstance has passed.
13. **PERSONAL DATA & CONFIDENTIAL DATA:** Aquaforest follows a strict internal procedure for dealing with all Documents containing personal or confidential data sent to us for troubleshooting issues.

- i. Personally identifiable data on **EU citizens:**

To comply with the EU General Data Protection Regulation (GDPR), Aquaforest Ltd, has updated its Technical Support processes, terms and conditions, in particular how you should submit documents/files that contain personally identifiable data on **EU citizen(s)** to Aquaforest Technical Support.

PRIOR to submitting a document/files for Technical Support:

- Check content for personally identifiable data, identify if data is an EU Citizen(s)
- Securely redact this personally identifiable data and submit to Support
- However, we accept that there are specific circumstances where redaction is not appropriate, so:
 - Please inform our support team that you have a document/file you wish to submit which contains personally identifiable data on an EU citizen(s)

- Under GDPR we need your written agreement (contract or other legal act) before we can process such documents (Controller to Processor contract) This contract will allow us to process other of your documents in the future that may also contain personally identifiable data on an EU citizen(s)
 - Once we have received and signed your contract, Technical Support will provide you with a specific email address or a link to securely submit the document.
 - The document will be automatically deleted upon completion of the support case.
 - Aquaforest uses third party components within some of its software and will only with your consent send your document onto the appropriate third party (Sub Processors) related to your Support case. (Aquaforest has contracts with our Sub Processors to ensure compliance with GDPR) We can provide names of sub processors which you can add into a contract with us.
- ii. Personally identifiable data on **non** EU citizens
- PRIOR** to submitting a document/files for Technical Support:
- Check content for personally identifiable data
 - Securely redact this personally identifiable data and submit to Support
 - However, we accept that there are specific circumstances where redaction is not appropriate, so:
 - Please inform our support team that you have a document/file you wish to submit which contains personally identifiable data
 - Technical Support will provide you with a specific email address or a link to securely submit the document.
 - The document will be automatically deleted upon completion of the support case
 - Aquaforest uses third party components within some of its software and will only with your consent send your document onto the appropriate third party related to your Support case
- iii. CONFIDENTIAL DATA: Documents containing other confidential (not personal data) should be sent via email directly to confidential@aquaforest.com Exceptionally large files may be sent via ftp. Do not cc on any other Aquaforest Staff onto the email.
- iv. Please adhere to the relevant data protection laws if considering the passing on of confidential or personal data documents to us.
- v. It is your responsibility to ensure that you have the authority and appropriate permission to pass documents onto us.
14. Non-Disclosure Agreements (NDA's): Due to the time and cost of negotiating an NDA, Aquaforest will only sign the standard NDA prepared by our legal counsel.
15. Aquaforest may retain any appropriate non-personal documents sent to the Support Team for use internally for testing purposes to improve QA. If you do not wish us to retain your documents for testing, please let us know via email so that we can comply with your wishes.
16. Aquaforest will pursue the misuse of its software and licenses through legal or equitable means, including seeking restitutionary damages.
17. Aquaforest reserves the right to amend your SMC support and/or these terms and conditions at any time on 30 days' prior written notice or upon renewal of SMC.
18. These terms and conditions are governed by English Law and subject to the exclusive jurisdiction of the English Courts.

We reserve the right to NOT provide support and maintenance in the following circumstances:

1. If you have not ensured that hardware and network services are correctly configured and operating according to specifications, and operating system software and other third-party software is current, and has all manufacturer/supplier-recommended updates and patches.
2. If our Software Product has been modified and/or customised.
3. SMC support will only apply to commercially released and updated software. Support will be provided on the 2 most recent versions of the covered product(s) only.
4. Maintenance patches will only be applied to the most recent version of the covered product(s).
5. We may at our sole discretion refuse to accept support requests from individuals or organisations who in our reasonable opinion unnecessarily consume excessive support resources.
6. Aquaforest reserves the right to NOT process documents containing personally identifiable data.
7. Aquaforest reserves the right to NOT renew your SMC support at our absolute discretion.

Services NOT included: Your Support and Maintenance Agreement does not include: (i) custom programming services; (ii) on-site support, including installation of the Software; or (iii) customer training. However, it may be possible to purchase these services from us by separate application and on payment of a separate fee.

We want you to be successful using our products and our support team is ready to help.

For further details on Software Support and Maintenance please go to:

https://www.aquaforest.com/en/split_tiff_support.asp