

DEFINITIONS

- A QAPLus Limited (QAPL), Raglan House, LLantarnam Park, Cwmbran, Newport, UK, NP44 3AB is the Supplier.
- B QA³⁶⁰ comprises software modules and proprietary schema in accordance with published documents.
- C Professional Services are specified in accepted quotations in accordance with approved Project Procedures.
- D Requests For Change (RFCs) in respect of software changes or professional services are subject to quotation approval.
- E A QA³⁶⁰ fault is a failure to operate to QAPL published specifications.
- F The licensee (CLIENT) is specified in accepted Quotations.
- G Annual Recurring fees (RF) cover licences, software fault correction, enhancement releases and trained user helpdesk support for QA³⁶⁰.
- H The support term (ST) is for a minimum of 3 years from the date of first software delivery unless otherwise specified in an approved contract variation or quotation. Thereafter the cost will increase by RPI each renewal year.

APPLICATION & SCHEMA SOFTWARE LICENCE

1. Provided all charges are paid, QAPL grants non-transferable, non-exclusive licences to use QA³⁶⁰ and associated schema in respect of specified roles for the sole purpose of CLIENT's business administration on specified computers, to be documented on installation or transfer in the event of breakdown or replacement.
2. QA³⁶⁰ is a proprietary product and copyright. Except for security purposes, CLIENT undertakes to safeguard confidentiality and not permit copying of QA³⁶⁰ or QAPL documentation. Unauthorised copying, use, loan or sale will be a breach of Agreement.
3. QA³⁶⁰ is based on a proprietary database schema the copyright of which remains vested in QAPL. CLIENT is licenced to utilise this schema only in conjunction with the QA³⁶⁰ system. Use of the schema other than under this licence is not permitted and unauthorised interrogation, copying, use, loan or sale will be a breach of this Agreement.
4. QAPL provides systems based on proprietary packages, the copyright of which, together with any enhancements under this Agreement remains vested in QAPL. Source Code is not released except under the terms of an Escrow Agreement if specified on the accepted quotation.
5. In the event of failure to meet a delivery date QAPL's sole obligation is to deliver within a timescale agreed between QAPL and CLIENT.
6. CLIENT undertakes to make available the equipment, specified operating system and other interfaced packages in accordance with QAPL specifications.
7. QAPL warrants that QA³⁶⁰ will not infringe any patent or copyright. In the event of proceedings claiming an infringement CLIENT will notify QAPL promptly and QAPL will take over such proceedings.

RESPONSIBILITIES

8. QAPL will supply QA³⁶⁰ and services defined in accepted quotations.
9. CLIENT will nominate a representative to provide information, attend Progress meetings, carry out User Acceptance Tests [UAT] and approve RFCs quoted enhancements. In the event of delays QAPL may vary the timescale or cost subject to notice in writing.
10. QAPL Standard SLA Jan-22 defines QA³⁶⁰ support including:
 - (i) Helpdesk: Monday to Friday excluding Bank Holidays, 9.00am to 5.30pm to deal with queries and investigate reported faults.
 - (ii) Online support to investigate queries and reported errors in QA³⁶⁰.
 - (iii) Maintain up to date copies of system documentation
 - (iv) Promptly start remedial work on serious QA³⁶⁰ errors within agreed Project Procedures and Standard SLA details attached.
 - (v) Ensure errors of a non-serious nature are corrected within 30 days or in the next release of software as determined by QAPL.
 - (vi) New releases to operate under statutory changes or new legislation applicable to QA³⁶⁰ or new releases of supported operating systems.
 - (vii) New enhancement releases from time to time at the discretion of QAPL.
 - (viii) Consider RFCs under agreed Project Procedures.

INVOICING

11. CLIENT will be invoiced in accordance with accepted quotations or if not stipulated, 50% on acceptance of quotation and 50% on delivery.
12. RF on services are charged annually in advance based on the total capital cost as the number of users is reflected in training costs and complexity of implementation is reflected in Project Management and Customisation while package support and enhancements are reflected in licence costs.
13. In addition to accepted quotations QAPL reserves the right to charge CLIENT monthly at then current time and materials rates in respect of work outside the scope of clause 10 including:
 - (i) Direct costs including mileage and expenses at then current rates
 - (ii) Enhancements agreed pursuant to clause 9
 - (iii) Cost of investigations and support requested if QA³⁶⁰ operates in accordance with specification.
 - (iv) Support in respect of client platform or operational issues.
 - (v) In the event of cancellation of a consultant's visit within 2 weeks of the scheduled date a fee of 50% of the daily rate will be charged.
 - (vi) Import, Export, Addition or Correction of data under agreed RFC procedures.
14. Invoices are payable on 28 day terms. Overdue accounts may bear 1% interest per month and result in suspension of work.

GENERAL TERMS

15. This Agreement replaces all previous statements, terms or proposals and divergent terms shall only be binding on written acceptance by a QAPL director.
16. The ST begins on the earlier of project kickoff date or delivery of QA³⁶⁰ and continues for as long as any of the software is in use. After the minimum ST three months notice in writing, ending on the next anniversary of the first ST, is required from CLIENT to terminate following which all the software and documentation must be returned to QAPL. After the minimum ST and upon 90 days notice QAPL may cease support under clause 10 and RF will be reduced by 50% so long as QA³⁶⁰ is in licenced use.
17. QAPL undertakes to rectify faults and does not accept any other liability or Consequential Loss including but not limited to additional operating costs or loss of profits resulting from this Agreement.
18. CLIENT undertakes not to employ on any basis QAPL staff during the term of this Agreement or a subsequent twelve months.
19. This Agreement may be terminated, all sums due including unexpired recurring fees become immediately payable and the Software must be returned immediately if any CLIENT breach is not rectified within 30 days of notification.
20. In the event of a breach by QAPL which is not rectified within 30 days of written notification by the CLIENT this Agreement may be terminated by paying any amount due, including RF to the date of termination and giving a further 30 days notice.
21. QAPL shall not be liable for failure in performing its obligations for reasons outside its control including Force Majeure.
22. QAPL and CLIENT undertake to each other to keep confidential each other's business information and trade secrets.
23. Correspondence must be addressed to a director of QAPL and to the nominated representative of CLIENT as required by Clause 9.



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