



SUPPORT AGREEMENT

Between

SPORTS COACH SIMULATOR LIMITED

Curtis Road, Dorking, Surrey, RH4 1EJ, UK

AND

CUSTOMER NAME

Address

1. Parties

This Technical Support Agreement is made between the “Customer”

and the “Supplier”

Sports Coach Simulator Ltd, Curtis Road, Dorking, Surrey, RH4 1EJ, England

This Agreement sets out the terms, on which the Supplier agrees to support the software installed at the premises of the Customer.

2. Date

This Support Agreement shall commence on the corresponding **invoice date** for a period of **12 months**.

This support agreement is invalid if not accompanied with an invoice that has been settled in full.

This shall be renewable on the anniversary each year (“Renewal date”) in order to receive uninterrupted support.

3. Definitions

“Fee”	means the yearly support fee payable by the customer that has been agreed prior to the commencement of this Agreement.
“Software”	means any Sports Coach Simulator Software that has been covered by this Agreement.
“Support Hours”	means the hours of 8:30am to 5:30pm, Monday to Friday, excluding Public Holidays.

4. Support Services

- 4.1 For a period of twelve months from the Commencement Date of this Agreement in accordance with Clause (2) and subsequent periods of twelve months, subject to the Customer paying the agreed Support and Maintenance Fee, The Supplier shall provide telephone support, online support, email support and SMS support within Support Hours.
- 4.2 The Supplier shall promptly investigate software defects or user difficulties and shall use its reasonable endeavors to resolve them.
- 4.3 From time to time, the Supplier will refer findings to the Development Team to resolve a software defect. The Supplier will make updates available to fix defects or enhance the stability of the software in accordance to The Suppliers release schedules.
- 4.4 The Supplier may identify third party software and request it be removed in order to resolve any defect.

5. Exclusions

- 5.1 This Agreement specifically excludes the Supplier from being responsible for:
- a) Providing support for hardware including printers, scanners, operating systems, projection systems and networks.
 - b) Providing support for malfunctioning systems caused by theft, fire, natural disaster, damage caused intentionally, unintentionally or by wear and tear, loss or misuse. It is strongly recommended that the Customer has adequate business insurance to cover such events.
 - c) Supporting systems that have been identified with a virus that is directly or indirectly affecting the performance of the Software and which cannot be removed.
 - d) Rectifying data corruption errors that have been caused by a hardware failure.
 - e) The successful restoration of data following a hardware failure.
 - f) Reconfiguring the Software following a move.
 - g) Ongoing training.
 - h) Providing specific enhancements. The supplier may consider providing an enhancement if requested. However, such requests are not defects and therefore fall outside the scope of this Agreement.
 - i) Providing any assistance outside Support Hours.

6. Fees

The Support and Maintenance Fee shall be **£750 plus VAT** for a period of **12 months**. This shall cover the support outlined in Clause (4) above.

7. Payment

Payment for the Support and Maintenance Fee shall be due on signature of this contract and on presentation of a valid invoice. Payment shall be made electronically to the Suppliers bank account:

Bank: Coutts & Co

Account No: 07224540

Sort Code: 18-00-02

IBAN: GB19COUT18000207224540 – SWIFT CODE: COUTGB22

In the event that payment is not received in seven working days from the signing of this agreement, then the agreement shall terminate.

8. Termination

In the event that either Party would like to terminate this agreement, one month's notice must be given in writing or by email, before the Renewal Date.

9. Customer's Obligations

- 9.1 To provide direct internet access to the Golf Simulator Computer, of a fast enough speed, that allows the Supplier to connect remotely to the computer for remote access.
- 9.2 To ensure that the simulator is used in the correct manner and that normal operating procedures are followed. Any misuse of the system could render extra charges over and above this agreement.
- 9.3 To ensure that the simulator computer is regularly backed up.
- 9.4 To ensure that the simulator system performance is not compromised by the installation of third party software that uses resource whilst the Simulator is in operation.

10. Suppliers Obligations

To provide the support services as laid out in this agreement.

11. Confidentiality

The Supplier and Customer agree to keep this agreement, its contents and any commercial and proprietary information relating to the Simulator confidential as set out herein or insofar as otherwise required by law.

12. Assignment and Successors

The rights, obligations or undertakings under this Agreement, shall not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld or refused.

This Agreement shall be binding upon the parties and their respective successors and expressly permitted assignees.

13. Jurisdiction

This Agreement and its validity and all matters arising from it shall be governed by and construed according to the laws of England and Wales unless specified otherwise within this agreement.

In the event of any dispute, the parties shall endeavor to engage with each other to seek a mutually acceptable resolution to the dispute and failing that shall agree to acceptable forms of independent mediation or arbitration.

Signature

Date...

For and on behalf of Sports Coach Simulator Ltd

Signature

Date.....

For and on behalf of

You do not need to return a signed copy of this agreement if payment has been received

SPORTS COACH

Sports Coach Simulator Office Number: +44 (0) 1306 741888

Consultant 1

Mr Adrian Cowle

EMAIL

adrian@sports-coach.com