

SUPPORT AGREEMENT

These terms and conditions govern VoicePower Ltd's provision of support services ("the Services") to users ("the Client") of the software / hardware listed below. By purchasing Support from VoicePower Ltd the Client agrees to be bound by these terms and conditions.

1. SOFTWARE / HARDWARE

Software and hardware covered under these terms and conditions may include:

- Nuance Dragon (versions include Premium, Professional, Medical, Legal)
- Nuance Dragon Dictate (for Mac)
- Olympus Digital Dictation Software and Hardware
- Philips Digital Dictation Software and Hardware
- Winscribe Digital Dictation
- TalkingPoint Digital Dictation / Speech Recognition
- Inspiration
- textHELP Read & Write
- Lexacom
- ClaroRead
- Plantronics Hardware
- VXi Hardware

VoicePower Ltd provides support on all software up to two versions previous to the most recent version available in the product lifecycle provided always that, should VoicePower (or the software manufacturer) reasonably deem it to be necessary that the Client's software should be updated or a newer version of the software be purchased in order that the software can be properly used by the Client, the Client agrees to do so. Should the Client fail or refuse to do so VoicePower Ltd may terminate this agreement. Other software may be covered by these terms and conditions with written agreement from VoicePower Ltd. Software and hardware not listed and not explicitly agreed to by VoicePower Ltd will not be covered under these terms and conditions.

2. TERM

These terms and conditions shall have effect for the term agreed between VoicePower Ltd and the Client. Renewal of this term is by explicit agreement and will not be automatically charged or renewed by VoicePower Ltd. The agreement may be terminated by the Client at any time without refund of monies paid. VoicePower Ltd may terminate this agreement at any time where it reasonably believes the Client is making unreasonable demands on the company.

3. PRE-REQUISITES

The Client is responsible for ensuring that any computer has the minimum requirements/configuration to run the device / software and that the computer is virus free - any additional work caused by such problems is chargeable at VoicePower Ltd's hourly rate (£75 plus VAT per hour, or part thereof). Any additional work will be estimated and quoted for and authorisation gained from the Client prior to any further work being carried out.

A fully functional internet connection is required for on-line remote access. Should the Client's internet connection fail, remote assistance may not be possible until such time as the Client's internet connection is restored. VoicePower Ltd will not be required to restore or repair the Client's internet connection.

4. FEES AND PAYMENT

The Client agrees to pay the cost for the Services in accordance with VoicePower's standard payment terms.

5. SUPPORTED SERVICES

The following services are included under these terms and conditions:

- (A) Telephone, e-mail and remote access assistance to resolve issues arising through the use of software mentioned above and related hardware
- (B) Assistance and advice for updates and new releases of software
- (C) Advice on products supplied by VoicePower Ltd
- (D) Testing of hardware that VoicePower Ltd reasonably deems to be "faulty" provided always that VoicePower Ltd may require that the hardware is returned to VoicePower Ltd (at the Client's cost) at the stated address with appropriate customer contact details
- (E) Installation and/or configuration of software arising from support or training issues where such work is advised by VoicePower Ltd.
- (F) Administration of returning faulty hardware (under warranty) to manufacturers

6. UNSUPPORTED SERVICES

The following listed services are not covered under these terms and conditions unless explicitly stated in writing from VoicePower Ltd:

- (A) On-site visitation (can be provided at additional cost)
- (B) Installation of software or hardware Installation of updates and new releases of software
- (C) Installation of updates and new releases of software
- (D) Provision of hardcopy documentation for upgrade material released by any manufacturer where such material is available to users in a down loadable format

- (E) Replacement of "faulty" hardware not covered by the manufacturer's warranty
- (F) VoicePower Ltd does not store details of installation codes, any codes which are lost will need to be repurchased.
- (G) Provision of replacement disks / updates patches written to disk
- (H) Alterations to software resulting from Client request for additional features/functionality following completion of original installation
- (I) Alterations to bespoke software resulting from Client and/or third party alterations, including but not limited to:
 - a) Software updates
 - b) Changing working patterns
 - c) Client IT system changes (local or server)
- (J) VoicePower Ltd does not take responsibility for Client's back-ups of dictation files or speech recognition profiles.

7. SUPPORT

- (A) VoicePower Ltd will provide the Services in accordance with these terms and conditions between the hours of 9am and 5pm, Monday to Friday, excluding Bank Holidays, other statutory holidays and the period from Christmas Day to New Year's Day (inclusive).
- (B) The Client will notify VoicePower Ltd of any issue that requires support by telephone or e-mail which will be entered into VoicePower Ltd's support call log, after which a support representative will be in contact within 1 working day.
- (C) The Client will be provided log-in details allowing access to VoicePower Ltd's on-line support area
- (D) Local administration rights may be required to resolve technical support issues and the Client agrees to grant such rights or effect that such rights be granted where VoicePower Ltd deems this to be necessary in order to provide the Services

8. GENERAL

- (A) Any service not listed in section 5 (Supported Services) or 6 (Unsupported Services) may be covered under these terms and conditions at the discretion of VoicePower Ltd, such provision would be on a one time basis and not binding or indicative as to future assistance of the same nature.
- (B) Where VoicePower Ltd call on additional manufacturer support on behalf of the Client, VoicePower Ltd may be required to provide information held on that Client to assist in the resolution of the problem.
- (C) VoicePower Ltd reserve the right to refuse support if the service required is deemed to be unreasonable or outside these terms and conditions.
- (D) VoicePower Ltd reserves the right to modify these terms and conditions at any time; such changes will be published on the VoicePower Ltd Support area of the website and e-mailed to the Client.
- (E) VoicePower Ltd reserves the right to charge carriage when returning items which have been sent to VoicePower Ltd for testing purposes.
- (F) VoicePower Ltd will not be required to provide the Services to the Client or continue the provision of the Services if:
 - (i) any monies due under these terms and conditions are outstanding
 - (ii) the Client fails to comply with any provision contained in these terms and conditions
 - (iii) the Client fails to follow recommendations made by VoicePower which hinders the provision of any the Services
- (G) VoicePower Ltd shall not be liable for any delay in performing its obligations under these terms and conditions if such delay is due to any cause whatsoever beyond its reasonable control.
- (H) Save as precluded by law VoicePower Ltd shall not be liable to the Client for any indirect or consequential loss, damage, costs or expenses of any nature (including loss of profits, business or goodwill).
 - (i) These terms and conditions, together with the order acceptance, set out the whole of the agreement relating to the supply of the goods to you by VoicePower Ltd. Nothing said by any sales person on VoicePower Ltd's behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of the services provided. Save for fraud or fraudulent misrepresentation, VoicePower Ltd shall have no liability for any such representation being untrue or misleading.
 - (ii) If any part of these terms and conditions is deemed to be unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.
- (K) These terms and conditions and any dispute arising therefrom shall be governed by the law of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.

9. CONTACT

VoicePower Ltd makes use of the following methods of communication for support purposes.

POSTAL ADDRESS: VoicePower Ltd, 3 Hornbeam Square South, Hornbeam Park, Harrogate, HG2 8NB

E-MAIL: support@voicepower.co.uk

TELEPHONE: 01423 870 476 WEBSITE: www.voicepower.co.uk