

Website Support Terms and Conditions

In addition to the General Terms and Conditions this Agreement applies ONLY where Open Imagination provides Support Services for the Customer.

1. General

- 1.1. Once the website is put into production (go live) a separate implementation support services contract will be required to agree the access, availability and payment terms for additional Services, including but not limited to training, support requests and change requests. Ad hoc post live implementation support services may be provided under the terms of this agreement.
- 1.2. All requests for Support Services must be made by emailing support@openimagination.co.uk. On submission an automated response will be generated that provides proof of receipt of the support request (or suitable alternative communication mechanism that may be employed from time to time.)

2. Add hoc support

- 2.1. Open Imagination will invoice all the time used to provide such ad hoc implementation support services monthly in arrears at its standard non contract support rate.
- 2.2. Open Imagination will provide assistance to the Customer for the Contract Support Hours.

3. Contract support

- 3.1. The Contract for the Support Services will continue for the Initial Term and after the end of the Initial Term until the expiry of not less than 90 days' written notice of termination given by the Customer to Open Imagination or vice versa, (that notice to expire at the end of the Initial Term or any later anniversary of the Commencement Date) unless that Contract is terminated earlier in accordance with General Terms and Conditions Condition 4 (Termination).
- 3.2. The Contract Support Hours are available on a monthly basis and calculated as an average over the then current Support Year. Although unused Contract Support Hours may be carried forward to a later month in the same Support Year, they may not be carried forward from one Support Year to another Support Year.
- 3.3. Open Imagination will use reasonable endeavours to respond to each Support Incident within the response time (if any) stated in the Quotation. Should Open Imagination fail to respond within that response time, then Open Imagination will endeavour to resolve the Support Incident free of charge and no time will be deducted from the Contract Support Hours. That is the Customer's sole and exclusive remedy if Open Imagination fails to meet any response time.
- 3.4. The Recurrent Charge for the Support Services is based on the number of Contract Support Hours. Open Imagination will log the time worked in connection with an Incident against the Contract Support Hours. At the end of each month a report will be generated detailing all time spent by Open Imagination responding to Support Incidents during that month. Any time spent over and above the Contract Support Hours will be invoiced at and the Customer will pay for it at, the Rates.