



Support Agreement



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Support Agreement

By virtue of this Assistance agreement, I-Theses BV in Lokeren, the Licensor, hereinafter referred to as I-Theses BV, and the Licence-Holder, agree the following:

1. Telephone/Internet Assistance and Maintenance

- 1.1. I-Theses BV agrees to provide the Licence-Holder, without liability and free of charge, with a Telephone and/or Internet Assistance and Maintenance service consisting of the following:
 - 1.1.1. Supply of information and limited Assistance regarding the handling and use of the packages under licence. Conditions for the provision of this service shall be adequate knowledge of the operating system and the computer, and that the training designed for the end users has been followed by the user of the package(s).
 - 1.1.2. Services related to installation and configuration of hardware, software and updates of operating systems, updates of firmware of hardware are not part of helpdesk and will be charged at the applicable service rates unless otherwise agreed in writing.
 - 1.1.3. Installation of software updates, reinstallation of the software on new devices, both active installation and telephone or internet support for installations or reinstallations are not included in the support agreement and will be invoiced at the applicable support rates.
 - 1.1.4. If, where applicable, specific custom-made applications or tools have been developed on the standard software at the request of the client, the relevant updates of the custom-made part do not form part of the maintenance contract for the standard modules. Updates and maintenance for the custom-developed application will always be budgeted separately and will only be carried out with the written agreement of the client. Helpdesk support, by phone or e-mail, however, is included in the global support contract at no extra charge.
 - 1.1.5. In case the support tends towards an online training because the user has not followed the appropriate training or has no or insufficient knowledge of the software or implemented applicable standards, this support will be invoiced as training to the customer at the applicable rates for online training with a minimum of 1 hour per call. If, where appropriate, additional research needs to be carried out, this will also be charged.
 - 1.1.6. The Licence-Holder shall be able to call or email for Assistance during normal office hours (Monday to Friday, 9.00 am to 5.00 pm). After the Contract and payment of previous invoices have been checked, the Licence-Holder will obtain a response;
 - 1.1.7. Provision of updates to modules falling within the package licence. A new version of the software shall be installed within three months by the Licence-Holder, using the installation programme provided with the update. For this

purpose, the Licence-Holder shall receive a description of the installation procedure to be followed.

- 1.2. I-Theses BV undertake to carry out the steps required to solve a problem notified to them within 8 working hours. "Response time" shall be deemed to mean the time from the Licence-Holder's call being registered to the time when I-Theses BV contacts the Licence-Holder, never the time required to solve the utilisation problem, as some problems require further analysis and research. A utilisation problem is acknowledged to be a software problem when it can be reproduced and shall be accepted as such by I-Theses BV.
- 1.3. I-Theses BV offer the possibility of providing on-site assistance if the Licence-Holder requests this, against payment of travelling expenses and time spent. The costs of sending disks, dongles and other data shall be invoiced separately to the Licence-Holder.
- 1.4. The Licence-holder shall be entitled to participate in the subsequent development of the software. This participation shall take place by indicating requirements/wishes, answering enquiries and exchanging ideas at events organised by I-Theses BV.
- 1.5. I-Theses BV guarantee the above Telephone/Internet Assistance and Maintenance for the most recent version and two versions back of the software program.
- 1.6. Current Licence Contracts shall remain in force whether or not certain modifications have been made to the software in question during the execution of this Contract.
- 1.7. Updates to the i-Theses software and support/bug reports, whether via phone/mail/Teams/... or any other means are provided at no additional cost with each subscription. Provided that the subscription is also correctly paid/renewed.

2. Duration of Contract

- 2.1. The Contract is entered into for a period corresponding to the duration of the subscription and starts from the date of delivery of the relevant software.
- 2.2. I-Theses BV is only committed to provide the services after receipt of payment of the relevant invoice as agreed by the Client. The Agreement will be automatically renewed for the same period as the last period, unless the Licensee or I-Theses BV notifies the other party by registered mail or email with read confirmation at least 4 weeks before the expiration date that it wishes to terminate the Agreement.

- 2.3. Either party may cancel this Contract in whole or in part without notice or legal action in the conditions described below and if admitted by these presents:
- in the event of non-payment;
 - in the event of cessation of payments, bankruptcy and/or liquidation;
 - in the cases of breaches of the software Licence Contract or unauthorised transfer of the Contract or Programmes
- 2.4. I-Theses BV reserves the right to refuse any intervention without prior notice if the Licence-Holder has neglected to pay any invoice issued by I-Theses BV.

3. Price

- 3.1 In case the customer has licenses that are offered as a subscription, the helpdesk support and the updates of the software are included in the price of the subscription. This also applies to licenses where software engines (e.g. AutoCAD OEM CAD Engine) are supplied as standard. The cost of updating the included engines is included in the subscription fee. Attention: this does not apply for software where i-Theses does not provide the basic engine - e.g. a license MS SQL Database is not provided with the PlanDesk modules and has to be provided by the customer.
- 3.2 The first billing takes place after delivery of the software covered by the Telephone/Internet Assistance and Maintenance Contract. Unless otherwise notified by the Licensee (and taking into account the termination procedure), the Contract is silently renewed for the same period. Invoicing shall take place at least one month before the Contract expiration date.
- 3.1 I-Theses BV has the right to adjust its rates annually to the price development according to the Belgian price index of consumer goods and services - <https://statbel.fgov.be/>.
- 3.3 The Maintenance/Subscription charge shall be payable in advance.
- 3.4 The relevant invoices shall be payable cash without discount.
- 3.5 If payment is not made on the due date, compensation of 15% of the amount payable, with a minimum of 125,00 € plus contractual interest of 1% per month, shall be granted to I-Theses BV automatically with prior notice (a mail message shall suffice).

4. Responsibility

- 4.1 I-Theses BV shall not be held responsible for any loss of software, files or data, or indirect damage relating thereto such as blocking of the company, etc.
- 4.2 I-Theses BV shall not be held responsible if the software in question is modified by the Licence-Holder and/or a third party.
- 4.3 The Licence-Holder shall ensure that the software, files and data are efficiently protected.

5. Law and Jurisdiction

- 5.1 This Contract is governed by Belgian Law.
- 5.2 In the case of dispute and/or differences regarding the execution and/or interpretation of this Contract, only the courts of the Arrondissement of Dendermonde shall be competent.

6. Other Provisions

- 6.1 The software modules, updates and upgrades to be obtained in future shall automatically be covered by this Contract
- 6.2 The Licence Contract and the general conditions of I-Theses BV shall remain in force for this Support Agreement.