

1. Support Services

Grabzoom Limited will provide the Customer with unlimited telephone and email technical support assistance ("Support Services") on a monthly rolling contract basis. Term(s) begin upon Grabzoom Limited's receipt and acceptance of Customer's order of Support Services ("Commencement Date"). Phone and email support is available Monday through Friday, 9:00 am to 5:00pm specifically excluding weekends and UK public Holidays. Support availability may occasionally vary from stated hours due to downtime for systems and server maintenance, staff holidays, company events, and circumstances beyond the control of Grabzoom Limited. Phone support requests will be handled in the order in which they are received. All support requests will be processed within one (1) business day.

2. Restrictions

Service and support will be provided, to Customer in accordance with the terms indicated in this document and on Grabzoom Limited's website. Grabzoom Limited has no obligation to provide service or support until Grabzoom Limited has received full payment for the Support Agreement(s). Terms, conditions, support features, procedures, pricing and support availability for future periods are subject to change at any time without notice and are available on Grabzoom Limited's website. Support does not include any site visits under any circumstances. Support services do not in any way guarantee to fix to all issues, it is merely a technical advice service. Support also excludes work that would normally be covered by training courses. The customer must reasonably allow Grabzoom Limited to remotely access and computer device in order to assist with the Support Service.

Customer will be provided Support Services only for the Grabzoom Limited software products ("Product") in which the Support Agreement was agreed. This is mainly the Windows operating System and Microsoft Office suites. Support availability for a particular Product version is subject to change at any time without notice. Unless specifically mentioned all other applications are NOT supported.

Grabzoom Limited may limit or terminate support service to, or may elect not to renew additional support if Customer uses the service in an irregular, excessive, abusive or fraudulent manner or uses Product(s) with third party software that is determined at Grabzoom Limited's sole discretion to be incompatible. Examples of such use include a high number of support requests that concern previously resolved issues and/or general usability, repeated posing of questions to which the answer is readily found in Product documentation, and discussion of issues that are not related to technical support. Coverage is non-transferable and is valid for the Customer only. Resale or transfer of support plans is strictly prohibited, and will be grounds for termination or non-renewal of support.

Grabzoom Limited is not responsible for any lost or corrupted software or data. Grabzoom Limited strongly recommends that Customer maintain a complete data backup and disaster recovery plan.

3. Returns

Grabzoom Limited may change this policy without prior written notice at any time, at Grabzoom Limited's sole discretion. Please refer to Grabzoom Limited's website for a current return policy. Customer may cancel this Agreement at any time. Any refund will be determined by Grabzoom Limited based on the passage of time and/or the number of support incidents at Grabzoom Limited's sole discretion.

4. Dispute Resolution

The parties will attempt to resolve any claim, or dispute or controversy against Grabzoom Limited, its agents, employees, partners, or affiliates (collectively for purposes of this paragraph, "Grabzoom Limited") arising out of or relating to this Agreement, Grabzoom Limited advertising, or any related purchase (a "Dispute") through negotiation with persons fully authorised to resolve the Dispute.

5. DISCLAIMER OF ALL WARRANTIES

Grabzoom Limited MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SUPPORT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES, OR ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE RESULTS TO BE OBTAINED FROM THE SUPPORT OR THE RESULTS OF ANY RECOMMENDATION Grabzoom Limited MAY MAKE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION Grabzoom Limited MAY PROVIDE. Grabzoom Limited reserves the right to modify its warranty retroactively at any time, at its sole discretion.

6. LIMITATION OF LIABILITY

Grabzoom Limited DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. Grabzoom Limited WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF THIS SERVICE, Grabzoom Limited IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF SUPPORT UNDER THIS AGREEMENT.

7. Other Documents

These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s), except as otherwise noted. Any attempt to alter, supplement or amend this document or to enter an order for product(s) or services and support that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and Grabzoom Limited.

8. Governing Law

This Agreement shall be governed by the laws of the United Kingdom.

9. Waiver

The failure of either party to enforce at any time or for any period of time the terms of this document shall not be construed as a waiver of such terms or the rights of such party thereafter to enforce each term contained herein.

10. Severability

If any term or condition is held void or unenforceable, it shall be severed, and every other provision shall be enforced as if the void or unenforceable term or condition had never been a part hereof.