

RECOLLECT SUPPORT AGREEMENT

The date of this version is 2 May 2014. [DRAFT]

1. Help desk

1.1. Help desk service via email or phone is available during normal business hours. Contact the help desk to ask questions, report issues or ask for help with how something works.

recollect@micrographics.co.nz

+64 4 232 9396 or 0800 NZMS 1990

2. Technical support

Your annual Subscription fee covers the equipment and activities necessary to ensure reasonable availability of the Services and security of Your data. This includes but is not limited to backups, performance monitoring, anti-virus, network infrastructure and availability of software.

2.1. NZMS will install all upgrades and fixes on your behalf.

2.2. NZMS shall use reasonable endeavours to ensure the continuous and reliable operation of the Services. NZMS shall remedy any confirmed defect in the NZMS Systems and RECOLLECT in a timely manner, provided always that You provide reasonably sufficient, timely and relevant information in relation to any defect discovered in the NZMS Systems and RECOLLECT.

2.3. NZMS will endeavour to remedy any performance issues brought to our attention. However NZMS shall not be liable for failures or shortcomings of Your systems.

2.4. NZMS shall use reasonable endeavours to respond to Your queries by the end of the next working day but shall not be liable to You or be deemed to be in breach of the Agreement by reason of any delay or failure to do.

2.5. NZMS retains right to schedule at its convenience, support or maintenance requests from You that constitute an enhancement to the software rather than a fault.

3. Chargeable support

3.1. Definition

Chargeable support covers requests for bespoke work to be done by NZMS on your site. This may include requests for:

- changes to the look & feel of Your site
- customised changes to functionality or the build of new functionality,
- generation & management of content,
- optimisation and upload of data
- Training

Chargeable support may also cover fixing errors that you have introduced. However small fixes or repairs may be performed free of charge, at our discretion.

When NZMS receives a support request from You, NZMS will advise You if the work is chargeable, and give a best estimate of the time involved before responding to the support request.

3.2. Payment

Chargeable support can be purchased on an 'as required' basis at the rate set in the current pricing schedule.

Alternatively it can be purchased as a support plan and paid in advance with Your annual or monthly subscription fee. The rate and allowance for the support plan is set in the current pricing schedule.

Support time purchased on a plan can be accrued during the subscription year but cannot be carried over to the next subscription year.

4. Site set up

There is a minimum mandatory fee for the registration and establishment of a RECOLLECT site. Further work that You want NZMS to undertake will be assessed and approved by You and charged on a time and materials basis.

This work may include:

- Data services (cleaning, conversion & creation of metadata)

- Custom branding (i.e. beyond reuse of existing website fonts, colours, logos)
- Custom development (changes to core structure, layout, functionality)
- Project management (incurred with above)
- Training (& expenses)

NZMS will endeavour to complete the set up work within the agreed timeframe however there is an obligation on You to supply required content and data, review our work, and provide feedback and sign-off approval in a timely manner.

Completion of Your RECOLLECT Instance is deemed to be upon advice from You or when NZMS believes all reasonable requirements specified prior to starting have been met. Any work undertaken outside this scope will be deemed to be chargeable support.