

Neopost Software

Terms and Conditions

1.1.1 Glossary

Customer The company that purchases or leases the software from Neopost Ltd

Customer Premises refers to the customer location of where the software was originally installed for use.

Customer Contract refers to the 'customer service agreement form' that is signed by the customer to accept the Neopost Ltd terms and conditions.

Support refers to the sum of "on-site support" "remote diagnostic support" and "telephone support".

On-site Support refers to direct support on the "customer's premises" with a Neopost employee {or qualified contracted software engineer} where the software has been originally installed

Remote Diagnostic Support refers to the use of additional diagnostic software that can connect to the customers PC utilising the Neopost software to alleviate the necessity for "on-site support".

Telephone Support refers to the provision of a technical helpdesk with qualified staff to provide prompt technical issue / question resolution for the "customer".

Product Neopost Ltd software, for example Neotrak, PrintMachine.

Software Upgrade refers to the new release of software to enhance, improve or alter the front end of the application and/or the integral code of the product. Software patches usually bring improved functionality and are generally sold to the customer.

Software Update refers to a new release to support new versions of the underlying operating systems or revisions to the Neopost Ltd application software. Software updates bring changes to the product code to allow the product to work with new versions of other 3rd party software (including operating systems). These are generally sold to the customer upon request.

Consultancy refers to the service sold to "customers" that require Neopost Ltd technical support staff advice regarding work methods and how best to use the products.

Consultancy Rates These can be obtained under formal request to the **Software Systems Group Manager, Software Systems Group, Neopost Limited, Third Floor Press Centre, Here East, 14 East Bay Lane, London, E15 2GW.**

Contracted Business Hours refers to the times that the helpdesk service is available to customers - excludes weekends and bank holidays by default unless otherwise agreed with the customer and stated in the customer contract.

1.1.2 Services Provided

1.1.2.1 Description of Services

All calls for Support MUST be logged with Neopost Ltd on 0845 8800 000 and a reference number obtained.

Once a software support call is logged, a member of the appropriate product team will acknowledge the call and take further details as necessary. This telephone (or email) response will usually be within 1 hour, (although the contracted response guarantee is within 8 hours), within the operating hours of 0830 - 1730 Monday - Thursday and 0830 - 1700 Friday. Operating times exclude Bank & Public holidays.

Telephone and remote diagnostic support is the standard method of fault investigation and resolution. Where it proves necessary and appropriate to make a site visit to further investigate and resolve software configuration or operating problems, this would usually be arranged, by agreement with the customer and entirely at Neopost Ltd discretion, during the following working day.

Where a software configuration or operational problem is found to be caused by customer action or mis-operation or as a result of third-party actions or the effects of third-party software or any other external cause outside of the control of Neopost Ltd, then the work required to resolve the problem will be provided on a chargeable basis. [The consultancy rates of a Neopost Ltd technical product specialist can be obtained through a written enquiry made to the Neopost head office or through the appropriate Neopost sales staff for the customer].

Where a software problem is deemed to be outside the range of configuration or operational difficulties, the problem will be referred to the 3rd line support team within the software supplier. Whilst Neopost Ltd will use all reasonable endeavors to pursue a solution, no guarantees on delivery of the solution can be given.

If The Customer plans to upgrade its computer systems, operating systems, database management software or application software, The Customer will forthwith inform Neopost Ltd of such intention so that The Customer and Neopost Ltd can assess the impact on the Neopost products. If the provision of a Software Upgrade would lead to additional effort for Neopost Ltd to keep the Neopost product operational, Neopost Ltd reserves the right to charge at the Neopost consultancy rates.

Software Upgrades (enhanced functionality) and Software Updates (version amendments to work with new 3rd party software) that provide performance and operational improvements are usually supplied to customers on a chargeable basis. However Software Fixes (modules of code to 'fix' a known fault with the application software) will usually be supplied free of charge, only when required to resolve configuration or operational problems on the customers' premises.

Neopost must not be held responsible for any software problems and/or the application of a software fix resulting in the corruption, degradation, failure of any customers software or 3rd party software failure connected to that customer premises as defined by the 'Neopost customer agreement document'.

Any alteration to a Neopost Print Machine or Neotrak installation configuration by any other 3rd party will invalidate any support commitment we have with the customer.

1.1.2.2 Support Time

The contracted maximum response time from initial logging of the support call to a technical product specialist calling (or emailing) the customer back is 8 hours. However this is the maximum time allocated and Neopost will endeavour to contact the customer as soon as possible.

1.1.2.3 Inclusions

1) Telephone Support - the support contract entitles The Customer access to the Neopost Helpdesk where the call is initially raised and a description of the issue taken. The call will be passed out to the technical product specialist team whereby the assigned specialist will manage the call log. Note that if a customer logs an issue and provides the wrong contact details (telephone number or contact name) resulting in the returning call from Neopost exceeding the 8 hour maximum response time, Neopost cannot be held responsible for incomplete or incoherent support call details.

(2) Email support - a call cannot be logged by the customer by an email. A telephone support call must be made to a Neopost helpdesk operator. However, additional information can be sent to Neopost to support the call log. A technical product specialist could send an email back to the customer (if an email address was taken at the point of the customer logging the call with the Neopost helpdesk) to acknowledge receipt of the call log and adhere to the 8 hour response framework.

(3) Consultancy can be sold to the customer upon a formal request to the Software Systems Group Manager, Software Systems Group, Neopost Limited, Third Floor Press Centre, Here East, 14 East Bay Lane, London, E15 2GW. Alternatively telephone 01708 746000.

1.1.2.4 Exclusions

The following services are specifically excluded from this contract:

(1) Customisation - This support contract covers the Neopost software as sold in its "as installed" form only. Any problems arising from customisation of the software by The Customer will be dealt with at the discretion of Neopost Ltd.

(2) Operating System - Neopost Ltd are not responsible for problems caused by defective or incompatible operating systems or by any other 3rd party software on the customer's premises.

(3) Hardware - Neopost Ltd are not responsible for problems caused by defective or incompatible Hardware.

(4) Neopost Ltd will not be responsible for the following:

Costs incurred by The Customer resulting from delays in adjusting or replacing Software which are outside the direct control of Neopost Ltd.

1.1.2.5 The Customer Obligations

(1) Operation - The Customer will keep and operate the Software in a proper and prudent manner and ensure that only competent trained employees are allowed to operate it.

(2) Fees - consultancy rates are subject to change and Neopost Ltd reserves the right vary its prices. Up-to-date prices can be obtained from Neopost upon request - please refer to the section INCLUSIONS - sub section (3).

(3) Services of Notices - Any written notice or other written information required or authorised by this Agreement may be given by hand or sent (first class post, facsimile transmission or email) to the other party at the relevant address, fax number or email address as stated in this Agreement or such other address or number as the recipient may have notified the sender from time to time.

1.1.3 Product Specific

1.1.3.1 PrintMachine Connect

PrintMachine Connect, as supplied in the Neopost Cleanmail® Advance CONNECT product is a self-install product only. No installation support, user support or product support is sold, available or implied.

1.1.3.2 PrintMachine Office Plus.

Installation - Default installation process for PrintMachine Office Plus is self-installation by the Customer, however the Customer may purchase Remote Installation Support for PrintMachine Office, or On-site Installation for PrintMachine Office Plus.

Remote Installation - To request Remote Installation advice, please contact the HelpDesk on 0845 8800 000. The contracted maximum response time from initial logging of the installation call to a technical product specialist calling (or emailing) the customer back is 8 hours. This is the maximum time allocated and Neopost will endeavour to contact the customer as soon as possible.

Remote installation is effected by "pack-up" of the Customer's application which is sent to Neopost. A technical specialist will configure the application and return via "pack-up" to the Customer for installation.

Onsite Installation - For full onsite installation, Neopost will employ Printmachine Project Roadmap methodology, including Project definition.

Support - For PrintMachine Office Plus is by TELEPHONE and "Pack up", with supporting e-mail communication. No onsite support is sold, offered, implied or given for PrintMachine Office Plus. Standard times of cover and response (as detailed above in these Terms and Conditions) will apply.

Calls must be logged with the HelpDesk on 0845 8800 000*. The contracted maximum response time from initial logging of the installation call to a technical product specialist calling (or emailing) the customer back is 8 hours. This is the maximum time allocated and Neopost will endeavour to contact the customer as soon as possible.

Support Charges - If support calls are raised by the Customer, which are subsequently deemed to be due to user error or changes made to the application, host system or data stream by the Customer, then Neopost will charge the Customer at the prevailing daily rate or part thereof, at a minimum cost of £150.

*Calls to this number cost 5 ppm plus your service provider's access charge.