QtiPlot - Binaries Maintenance Contract

Terms and Conditions

1. **Tested Releases:** Precompiled binary packages for each tested release will be provided for platforms for which the customer has a maintenance contract. This will be available to the customer as a file download.

2. **Standard Platforms:** A standard platform is the current stable release of an operating system, including the compilers, linkers and libraries, and architecture (CPU) as supported by the vendor. Note that the use of third-party software not supported by the operating system vendor constitutes a non-standard platform.

3 . **User-requested (Nonstandard) Platforms:** other platforms can be supported subject to written agreement. Additional terms, conditions and charges may apply depending on the costs incurred in supporting user-requested platforms.

4. **Notification:** To ensure a reliable service all communications should be made in English, by telephone or e-mail and only by an authorized contact person.

5. **Bug reporting:** A bug is a reproducible defect in the software, either a gross failure or a discrepancy between the software and its printed reference documentation. To qualify as a bug report an authorized contact must provide a .qti project file which clearly reproduces the problem on a standard installation of the software on a platform for which the customer has a maintenance contract. Any issues reported which do not satisfy these criteria will be handled as technical support and accounted accordingly. All bug reports will be analyzed within two working days to confirm the existence of the bug.

6. **Software fixes:** The bug reporting service provides for analysis and evaluation of bugs, it does not offer or guarantee any fix. Requests for fixes should be raised as a technical support issue. IONDEV SRL will provide fixes (patches) for confirmed bugs either individually or as part of future releases on a best-effort basis as part of the technical support program.

7. **Technical Support:** An authorized contact person should raise any issues requiring technical support by telephone or e-mail during IONDEV SRL normal working hours and by e-mail outside working hours. Technical support is accounted in 1 hour units, subject to a minimum 1 hour per issue. For standard technical support there is a limit of 1 hour per month (i.e. 1 issue), which is not transferable between months. Time spent on technical support includes both direct communication with the customer and additional work undertaken to resolve the issue. An estimate of any time to be spent on additional work will be given following initial evaluation of the issue. Technical support is offered on a best-effort basis and is non-refundable.

8. **Limitations:** The customer agrees that the full extent of any liability of IONDEV SRL is limited to the fees received for this contract in the previous 12 months.

9. **Termination:** This contract may be terminated by IONDEV SRL subject to 30 days written notice, or by the customer at any time. These terms and conditions may be revised by IONDEV SRL subject to 30 days written notice. In the event of termination by either party, the customer will receive a pro-rata refund based on the number of days remaining in the contract period and the number of unused hours of technical support.

10. **Campus Maintenance Contract:** A "Campus" maintenance contract authorizes all staff and students of an institution to download and install QtiPlot on all their office and personal computers. The download of the precompiled binary packages is allowed only for those platforms for which the institution has a valid maintenance contract.