



Annual Maintenance Contract and Product Order Form

Main Points of the Annual Maintenance Contract

- The Annual Maintenance Contract is for Opera II with the modules and number of users ordered and entitles the Holder to receive the latest available software from you, their Reseller, during the Contract period.
- The Contract is supported by you an 'Accredited Pegasus Opera II Reseller' who has completed a full programme of training.
- You are obligated, under your terms with Pegasus, to offer the Contract Holder a first line support Contract.
- The Annual Maintenance Contract must be paid in advance to you before the renewal date.

Important Notes

- All sections of the Order Form and Annual Maintenance Contract must be completed.
- The Annual Maintenance Contract must be signed by the Contract Holder.
- The Annual Maintenance Contract and Order Form should be sent by fax to the Internal Sales Support Desk on 01536 495213.
- This booklet, which contains the terms and conditions of the Annual Maintenance Contract, should be retained by the Annual Maintenance Contract Holder.



ANNUAL MAINTENANCE CONTRACT

Contract Holder (full company name) : _____

Reseller Name: _____ **Account No:** _____

Licensed Program

System Manager	<input type="checkbox"/>	Sales Ledger	<input type="checkbox"/>	Purchase Ledger	<input type="checkbox"/>	Nominal Ledger	<input type="checkbox"/>
Multi-Currency	<input type="checkbox"/>	Cashbook	<input type="checkbox"/>	Stock Control	<input type="checkbox"/>	Invoicing	<input type="checkbox"/>
SOP	<input type="checkbox"/>	POP	<input type="checkbox"/>	Payroll	<input type="checkbox"/>	Reporter	<input type="checkbox"/>
Toolkit ¹	<input type="checkbox"/>	Plus Pack ¹	<input type="checkbox"/>				

¹ These items are not counted as Modules when calculating the Annual Maintenance Contract fee.

Number of Users: _____

The number of users stated above is the maximum number of individuals who may use Opera II at any one time.

Designated Site (exact address): _____

Annual Maintenance Contract

Start Date

The Start Date will be the date encompassed in the Activation Key, which will be the date that Pegasus despatches the Licensed Program and the Activation Key to the Reseller identified above.

Replacement of Existing Contract*

* Delete this paragraph if inapplicable

This Contract (if accepted by Pegasus) will, with effect from the Start Date, automatically replace and cancel the existing Contract to the Holder, number _____, which was signed on behalf of the Holder on _____ (date).

Request for Contract

The Holder hereby requests Pegasus to supply the Licensed Program (and other Licensed Materials which Pegasus would normally supply with it) and the Activation Key, to the Reseller identified above (for onward supply to the Contract Holder), **upon and subject to the terms and conditions of this Contract, including the Software Contract Terms and Conditions opposite.**

Signed on behalf of the Contract Holder: _____

Name (please print): _____

Position/Title: _____

Date: _____

The Licence Number and Activation Key are printed on the registration form which will be despatched with the software. They will not be available by telephone.



ORDER FORM

Date: _____ Order No: _____ Contact: _____ Account No: _____

Reseller (Invoice Address): _____ Delivery Address (complete if different from invoice address): _____

Name: _____

Address: _____

Town/City: _____

Post Code: _____

Tel No: _____

Fax No: _____

System Manager: New Upgrade

Users: 1 5 10 15 20 30 40 50 50+ _____ (please state)

Modules (tick)	New	Upg
System Manager		
Sales Ledger		
Purchase Ledger		
Nominal Ledger		
Multi-Currency		
Cashbook		
Invoicing		
Sales Order Processing (SOP)		
Purchase Order Processing (POP)		
Stock Control		
Reporter		
Payroll		
Toolkit		
Plus Pack		

Annual Maintenance Contract £ _____

CWO

Carriage: £10 £17.50 Collect

Courier/Overseas _____
(Price available on request)

Customer Contact Details (Please complete ALL sections)

*Mr/Mrs/Miss/Ms (*delete) Other: _____

First Name: _____

Surname: _____

Job Title: _____

Company Name: _____

Address: _____

Town/City: _____

Post Code: _____

Telephone: _____

Fax: _____

E-mail Address: _____

Industry Type: _____

Turnover: _____

No of Employees: _____

Existing System

Product: _____

If Pegasus;

Licence No: _____

No of Users: _____

Expiry Date: _____

Processing of this order will be delayed if all parts of this form are not completed

PEGASUS ANNUAL MAINTENANCE CONTRACT

Terms and Conditions

1. COMPANY/RESELLER OBLIGATIONS

In consideration of payment by the Licensee of the Annual Maintenance Contract becoming due under this Contract, upon the written or telephoned request of the Licensee, the Reseller shall use all reasonable endeavours to provide to the Licensee throughout the term of this Contract:-

- 1.1 information to alter the parameters of the Program so as to conform to alterations in United Kingdom legislation, as and when necessary.
- 1.2 new or revised versions of the Program, free of charge, at any time when, at the sole discretion of the Company, it becomes necessary to provide such new or revised versions. Any such changes to the Program will be communicated by the Company to the Reseller, who will inform the Licensee.
- 1.3 rectification of faults by the issue of "fixes" in respect of the Program.

The Company shall assist the Reseller in providing these services, where necessary, by means of supplying a new release of the Program.

The Reseller shall perform these services as an independent contractor and the Company shall not be liable to the Licensee for any breach of this Contract by the Reseller except where caused directly by a breach of this Contract by the Company. The terms and conditions between the Reseller and the Licensee in respect of performing services in connection with the matters referred to in sub-clauses 1.1 - 1.3 inclusive and the charges therefor shall be the subject of a separate contract between the Reseller and the Licensee.

The Company's and the Reseller's obligations shall not include service in respect of:-

- 1.4 any version of the Program other than the latest release of the Program.
- 1.5 any fault in the equipment or in any program used in conjunction with the Program.
- 1.6 training, installation or technical support.
- 1.7 a failure to comply with the obligations in clause 2.

The Company reserves the right to make an additional charge on the basis of costs incurred and time spent for any services falling outside the scope of the above services or for any services which the Company finds are not necessary.

The Reseller will have a separate contract with each Licensee and the terms of that contract will determine the rights of both parties, the services that are to be provided thereunder and the charges that apply.

The obligations of the Company and the Reseller under this Contract are conditional upon the Licensee being a bona fide holder of a Pegasus Software Maintenance Contract for the Program.

2. LICENSEE'S OBLIGATIONS

In order that the Company may efficiently support the Reseller in providing the services stated above the Licensee must fulfil the following obligations:-

The Licensee shall:

- 2.1 supply in writing (if and when so requested) to the Reseller a detailed description of any fault upon which assistance is required and which is covered by this Contract.
- 2.2 be entirely responsible for ensuring that the Program is used for a purpose for which the Program was designed by the Company and used by competent and duly authorised personnel.
- 2.3 not allow either the Program or the Program Materials to be improperly used, damaged or neglected.
- 2.4 not use the Program on equipment other than that designated at the time of the supply of the Program.
- 2.5 not make or attempt to make any adjustment alteration or modification to the Program.
- 2.6 only use the current release of the Program.

3. TERM

This Contract shall come into force, or be deemed to have come into force, on the Commencement Date and shall continue in force without limit in time unless and until terminated in accordance with Clause 4.2 or Clause 8 below. The terms of this Contract shall also apply to new modules of this product or to an increase in number of users of products for which an Annual Maintenance Contract is in place. In the event that such changes are agreed from time to time it shall not be necessary for the parties to sign a new agreement.

4. ANNUAL MAINTENANCE FEE

- 4.1 The first Annual Maintenance Contract or proportion thereof paid by the Licensee hereunder in respect of the Program shall entitle the Licensee to the above services for the Initial Period. Each subsequent Annual Maintenance Contract paid by the Licensee shall entitle the Licensee to the above services for a period of 12 months from expiry of the Initial Period. The first day of each such 12 month period (each a "year") is referred to below as the "Renewal Date".
- 4.2 The Company shall, approximately 60 days before each Renewal Date, issue the Reseller with a renewal notice. The Reseller shall promptly notify the Licensee of the Annual Maintenance Fee due in respect of the next year. In the event that this Contract is not to be renewed the Reseller shall notify the Company, subsequent to receiving written notification from the Licensee, in writing at least 30 days before the Renewal Date.
- 4.3 If the Company does not receive such notification from the Reseller under Clause 4.2 then it shall be entitled to issue to the Reseller an invoice and the Licensee shall pay the Annual Maintenance Contract Fee to the Reseller, and the Reseller shall pay the Company's invoice (whether or not it has been paid by the Licensee), within 30 days of the Renewal Date.
- 4.4 If payment is not made to the Company within the time stated in Clause 4.3 then (without prejudice to the Company's right to require such payment) the Licensee shall cease to have any rights under this Contract and if the Licensee requires reinstatement of such rights then the Company reserves the right to require (as a condition of such reinstatement) that, in addition to paying the relevant Annual Maintenance Contract Fee, the Licensee install and (whether or not it has already installed the same) pay for the latest upgrade of the Program that may have been released.

5. LIMITATION OF LIABILITY

- 5.1 Without prejudice to any exclusion of liability in the Pegasus Software Maintenance Contract, the Company shall not be liable for any indirect or consequential loss or damage sustained or incurred by the Licensee, the Reseller or any third party whether resulting from the services to be provided by the Company in this Contract or resulting from negligence or otherwise (including without limit any loss of profit or loss of use of the Program and Program Materials or loss of or spoiling of the Licensee's data).

6. ASSIGNMENT

- 6.1 The Licensee shall not be entitled to assign this Contract nor any of its rights or obligations nor sub-license the use (in whole or in part) of the Program or the Program Materials, without the prior written consent of the Company.
- 6.2 The Company may assign the benefit and/or burden of this Contract.

7. PROPRIETARY RIGHTS

- 7.1 The copyright and other intellectual property rights of whatever nature in the current release of the Program and Program Materials shall remain the property of the Company, and the parties agree to be bound by the terms of the Pegasus Software Maintenance Contract in relation to such items.

8. TERMINATION

This Contract may be terminated:-

- 8.1 by the Company at any time on 30 days written notice and in the event that such termination arises through no fault of the Licensee, a pro-rata refund of any Annual Maintenance Contract Fee, previously paid by the Licensee, will be made by the Reseller, and a pro-rata refund of amounts paid by the Reseller to the Company in respect of the Annual Maintenance Fee will be made by the Company.
- 8.2 forthwith by any of the parties if either of the others commits any material breach of the terms of this Contract and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy the same.
- 8.3 forthwith by the Company if the Licensee shall become insolvent (within the meaning of the Insolvency Act 1986 or any modification or substitution of that Act), or goes into liquidation (other than for the purposes of reconstruction or amalgamation) or enters into a composition with its creditors or shall be unable to pay its debts within the meaning of Sec. 123 of the Insolvency Act 1986, or if a receiver or administrator is appointed over all or any part of its assets, or is the subject of a winding up order or undergoes or is subject to any analogous act or event in any foreign jurisdiction.
- 8.4 by the Licensee and the Reseller under Clause 4.2.

Upon termination of this Contract, for any cause, all obligations of the Reseller and the Company to provide any services under this Contract shall cease.

9. NOTICES AND APPLICABLE LAW

- 9.1 Any notice, request or instruction to be given hereunder shall be properly delivered only if sent by first class post or by facsimile transmission (confirmed by post) to the address of the other parties as set out in the Contract or such other address as may have been properly notified.
- 9.2 The Contract shall be governed by and construed in accordance with English Law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.