

Terms and conditions support RISC software

Introduction

Aim

This document describes conditions and obligations concerning the Van Hall Instituut Business Center's (VHI BC) support to the users of RISC software¹.

Background

VHI BC develops several software packages and offers these packages for use in daily practice. Besides the software package, VHI BC also provides support to the users of the package.

Delimitation

Support includes:

- Helpdesk
- Maintenance

Support does not include:

- Consultancy

General agreements

This general section presents the restrictions within which the support will be provided.

Term

The support agreement commences on the date recorded in the electronic confirmation of closing the support contract (send by VHI BC), and will be valid for the duration of one year. A contract will automatically be extended, each time for a period of one year. Both parties are entitled to cancel the agreement by the end of these annual periods, while honouring a term of notice of 1 month. A written cancellation is needed.

Hours of service

Service is provided during office hours between 09.00 – 17.00 hours, with the exception of a 3 week period during the summer and 1 week between Christmas and the New Year. The specific weeks are determined every calendar year and can be found on www.risc-site.nl.

Means of service

Helpdesk support is provided by telephone, fax and / or email.

Maintenance support is provided through the website www.risc-site.nl.

Escalation

In the case of a disagreement between parties concerning the interpretation and application of these conditions, both parties will attempt to resolve these issues together, taking into account the rules of reasonableness and fairness.

¹ RISC = Risk Identification of Soil Contamination; www.risc-site.nl provides an overview of the most recent software packages classified as RISC-software.

Disputes

The general conditions of the Federation of Dutch Trade Associations for Information Technology (in Dutch: FENIT) are applicable to the support referred to. The FENIT conditions are used to come to an agreement regarding the provision of services. When, within these conditions, issues occur which are inconsistent with FENIT conditions, the terms and conditions support RISC-software prevail.

Control

The conditions are evaluated annually and when necessary adjusted. The tariffs of the services are fixed per calendar year and are indexed annually.

Confidentiality

Both parties are restricted to disclose any confidential information they have obtained within the framework of these conditions, of each other, or from other sources. Information is considered confidential when the party providing the information has given notice of this, or when it results from the nature of the information.

Support and support levels

In this chapter support and support levels are described. The following services are distinguished:

- Helpdesk
- Maintenance

Helpdesk

Aim of support: To support the user of the software package.

Purpose of support

- The following helpdesk activities are supported:
 - answer questions with respect to content concerning the software;
 - answer questions concerning the software itself (i.e. user interface);
 - support concerning technical problems related to software;
 - provide user with general information.
- Technically, answering questions concerning the software only applies to the most recent version. VHI BC reserves the right to leave questions concerning other versions of the software unanswered. For information about the most recent versions of the software package, consult www.risc-site.nl.

Obligations VHI BC

- Commitment of sufficiently qualified staff.
- Guarantee accessibility by means of telephone, fax and/or email during working days.
- Helpdesk questions should be settled immediately on working days; however in those cases longer response time is necessary, the time period required will be indicated. In any case, a response will be given within two working days.
- Support with regard to the helpdesk applies to a maximum of four effective hours per year.
- Support in the form of advice concerning the implementation of a risk assessment falls explicitly outside the support contract. If this support is needed, separated agreements will be made.

Obligations user

- A designated person, assigned by user, directs questions to the helpdesk.

Maintenance

Aim of the support:

To make available minor updates² of the software package.

Purpose of support

- To ensure good functioning software package.
- To make available minor updates² of the software package.

Obligations VHI BC

- To implement bug fixes in software package.
- To implement interim modifications of the model, differently than bug fixes. VHI BC assesses which modifications count as interim modifications.
- To make available these so-called minor updates (with bug fixes and/or interim modifications), without payment, by means of the Internet site www.risc-site.nl, supplied under the same conditions as the original conditions belonging to major updates², unless it is indicated differently.

Obligations user

- To have the most recent major update² of the software package at one's disposal. Upgrade to a major update falls outside the support contract.

² The distinction between a major update and a minor update is stipulated by the scope of the adaptation; VHI BC assesses the distinction between a major or a minor update. In any case, an update is considered as minor if only bug fixes are implemented. See for an overview of minor and major updates of software packages: www.risc-site.nl.