



Terms & Conditions

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1. Definitions

'Axiomatic' shall refer to Axiomatic Technology Ltd. **'The software package'** will mean the set(s) of computer programs comprising the software packages detailed herein, and any derivations or modified version thereof, together with any related documentation provided by Axiomatic Technology Ltd. **'Equipment'** shall mean the items of computer, and peripheral equipment listed in the invoice along with any cabling, fixtures and fittings installed. **'System'** shall refer to the combination of all hardware, software and peripheral devices that Axiomatic supplies to the client. **'Terms & Conditions'** shall refer to this set of terms & conditions. **'The agreement'** shall mean these terms & conditions and the maintenance agreement outlined in clause 2, the **'warranty'** as outlined in clause 7, and the software license outlined in clause 16. **'The client'** shall refer to the organisation purchasing and in receipt any good or service from Axiomatic. **'Support'** shall refer to the support and maintenance covered by the warranty or support & maintenance contracts outlined herein.

2. Maintenance

A basic level of maintenance is covered by the warranty (clause 7) for the first 12 months of the life of the system, following a bedding-in period and agreement from the client that the system is working to an agreed level of satisfaction. The client may enter into an agreement with Axiomatic to increase the level of support and monitoring of the system. After a period of 12 months a maintenance agreement must be signed for continued support of the System. Details of the maintenance agreement can be found in section B. The terms of the maintenance agreement can be found herein.



3. Force Majeure

Neither Axiomatic Technology Ltd, nor any of its servants, agents or subcontractors shall be under any liability whatsoever to the client for non-performance, or delay in performance of the delegation to be performed by Axiomatic hereunder directly or indirectly caused by or resulting from an Act of God, outbreak of hostility (whether or not war is declared), insurrection, riot, civil disturbance, government act or regulation, fire, flood, accident, theft, strike, lockout or trade disputes, delays affecting shipping or delays affecting the supplies of equipment or suitable and adequate material or any other event or circumstances whatsoever outside the control of Axiomatic Technology Ltd. in relation to the agreement.

4. Delivery

4.1 All dates supplied by Axiomatic for the delivery and installation of equipment and/or software shall be treated as approximate only. Axiomatic shall not be liable for any delay (including without limitation any delays caused by late delivery of equipment to Axiomatic by its suppliers, through customs or due to Acts of God) if such dates are not complied with or met.

4.2 Subject to clause 4.1 Axiomatic shall use its reasonable endeavours subject to its other contractual commitments from time to time prevailing and to the availability of goods and personnel to comply with the delivery dates supplied by Axiomatic Technology Ltd.

5. Equipment liability

Risk will pass to the client when equipment is delivered to the clients' premises. The client hereby undertakes to accept liability for any equipment supplied by Axiomatic, whilst it is on the clients' premises, be it prior to or after installation is complete.

6. Title

Property in the equipment shall not pass to the client until:-

6.1.1 the purchase price of the equipment has been paid in full; and

6.1.2 payment is made to Axiomatic of any sum which is at the date of the agreement or may thereafter become due or owing from the client to Axiomatic.

6.2 until property in the equipment has passed to the client, the client will hold the equipment in a fiduciary capacity, will not obliterate any identifying marks on the equipment or packaging and will keep the equipment separate from other goods.

6.3 Axiomatic may at any time after the payment for the goods has become due exercise the right to demand for itself or any of its authorised agents to enter the clients premises to repossess the equipment.

6.4 Axiomatic reserve the right to maintain an action against the client for the price of the equipment and any further costs ensuing, notwithstanding that property has not passed.

6.5 If the client sells the equipment to a third party before or after title has passed to the client, such sale shall be by client as principal and on no account shall Axiomatic be responsible for the terms of such sale. The client shall require written permission from Axiomatic to undertake any negotiations or sale(s) of any part of the System.

7. Warranty

7.1 Where and to the extent that Axiomatic is requested by the client and agrees to recommend or advise regarding the choice and suitability of equipment and/or software package(s) Axiomatic recognises that it will provide such advice to the client with reasonable skill and care subject to these terms and conditions, but the client acknowledges that in any other circumstances it is reliant on its own skill and judgement in determining the suitability of the equipment and/or software package(s).

7.2 The client alone shall be responsible for the accuracy and validity of any information supplied by the client

7.3 Axiomatic shall at the cost of the client pass on when called upon to do so by the client, so far as it is reasonably able, the benefit of all warranty contained in any contract for the supply of equipment to Axiomatic.

7.4 Subject to clause 7.1 and to the maximum extent permissible in law all conditions and warranties, which are to be implied by statute or otherwise be general law into the Agreement or relating to the equipment and/or software package(s) are hereby excluded.

7.5 The total liability of Axiomatic to the Client in respect of all claims pursuant from the Agreement shall be limited to the System purchase price outlined in the initial invoice.

7.6 Notwithstanding anything to the contrary herein, the liability of Axiomatic to the Client for:-

7.6.1 Death or personal injury resulting from negligence from Axiomatic

7.6.2 Damage suffered to the Client as a result of breach by Axiomatic of the condition as to the title or the warranty as to possession as implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Goods & Services Act 1982

7.6.3 Damage for which Axiomatic is liable under part 1 of the Consumer Protection Act 1987 shall not be limited.

7.7 Axiomatic reserves the right to charge the Client at a reasonable rate for any work carried out that has been deemed to be caused by accidental, malicious or negligent damage to the System by the client or its agents.

7.8 Axiomatic will endeavour to configure the system to maximise its accuracy, subject to environmental conditions. Subject to clause 10 the accuracy of the system once installed shall be deemed acceptable.

7.9 The performance level the System is expected to achieve is based on Axiomatic's experience and is only an indication. Axiomatic accepts no liability for failure of the system to achieve such performance levels unless they have been specifically guaranteed in writing on the Order Acknowledgement and provided that such failure is outside the tolerance limits which may be applicable in the relevant industry.

7.10 Axiomatic shall not be liable under the warranty in respect of:-

7.10.1 any defect arising from fair wear and tear, wilful damage, incorrect movement, misuse, alternation or maintenance of the system (other than by Axiomatic or its agents) or failure to follow Axiomatic's instructions (whether oral or in writing);

7.10.2 any goods for which the total price has not been paid by the due date

7.10.3 any defect arising from design, specifications or materials supplied by the client

7.10.4 any defect arising from installation of the system, unless such installation was carried out by Axiomatic or one of its agents.

7.11 Axiomatic will take all reasonable care to maintain the confidentiality of any data supplied by the Client, but shall not be liable for any external breach resulting in access to such data.

8. Returns

8.1 To return a product for defects, incorrect orders, incorrect shipments, or any other reason a return authorisation (RA) is required. Please notify our customer service department to request a Return Authorisation, or file a request through our customer enquiry for online www.peoplecounting.co.uk/get-in-touch

8.2 Returns will not be authorised for merchandise shipped more than 30 days from the original date of delivery, unless the unit is being return under warranty due to a fault, for repair or replacement.

8.3 Goods must be returned with the original packaging along with the Return Authorisation number and both product and packaging must be in good condition.

8.4 A Return Authorisation Number may only be used once, and only for the items and quantities specified under the RA.

8.5 Axiomatic reserve the right to charge a 15% administrative re-stocking charge where products are being returned without fault or use.

8.6 Where units are returned and have been deemed to have been used in what may be believed to be a 'rental deployment', Axiomatic reserve the right to charge an appropriate fee.

8.7 Products returned which are deemed to be beyond the warranty date, totally used, not ours, or for which credit is not to be issued will be held for only 14 days. Customers will be informed and may request a return shipment at their own expense.

8.8 Special orders for non-standard products may not be returned for credit.

8.9 Credit will be applied to the original form of payment e.g. credit card or account, within a reasonable time as determined by Axiomatic's payment runs, at such time that Axiomatic have had the opportunity to confirm the equipment has been returned in good faith and undamaged.



9. Consequential Loss

Neither Axiomatic nor any of its agents, servants or subcontractors shall be liable in any manner for any indirect or consequential loss, damage or injuries (which expression shall mean pure economic loss, loss of profit, loss of business and like loss suffered by the Client, nor shall they be liable to the Client for any loss or corruption to data or programs held or used by or on behalf of the Client in relation to or arising out of this Agreement.

10. Payment

10.1 A deposit of 50% must be paid on all orders over £1,000, unless otherwise agreed, before goods are despatched.

10.2 All equipment supplied to the client must be paid for on delivery unless subject to an approved and signed lease/rental agreement in which case payment shall be made when acceptance in accordance with clause 10.2 occurs time shall be of the essence in relation to this clause.

10.3 Axiomatic reserves the right to charge interest to the client on any sums owing or other charges payable under this Agreement which are not paid by the due date, and such interest may be charged (as well after as before judgement) at the rate of 3% above the base rate of the Bank of England, from time to time subsisting such interest to accrue on a daily basis.

10.4 If the Client fails to pay any monies on the due date, or does not comply with the obligation implied on the Client under this Agreement then without prejudice to any other right or remedy available to Axiomatic, Axiomatic shall be entitled to withhold the supply of any support, equipment and/or software package(s) to be provided to the Client or on behalf of Axiomatic until such payment is made.

10.5 All sums quoted under or further to the Agreement are deemed to be exclusive of Value Added Tax and any similar tax, which will be added at the rate prevailing at the time of invoice.

10.6 The Client shall not be entitled to make a set off and/or counterclaim in respect of any monies owed by the client to Axiomatic and shall pay all amounts due under or further to these terms and conditions without making any deduction of any kind.

10.7 Goods supplied may be subject to export/import controls or restrictions:

10.7.1 Axiomatic accept no liability for export/import charges levied upon any products which it supplies

10.7.2 The Client shall not sell or re-export goods outside of the European community to buyers in any countries to which the export of the goods is controlled under English or other applicable law unless the client has obtained all the relevant licenses and has complied with all such applicable laws and regulations. Axiomatic shall give the client reasonable assistance in obtaining any relevant licenses or permissions, but accepts no liability for the clients failure to comply with the above.

11. Acceptance

11.1 The criterion for acceptance of equipment shall be the successful operation of the Equipment using the manufacturers standard test procedure and programs applicable to the Equipment. The client may request to be present to witness the acceptance test.

11.2 Axiomatic shall consider the Client to be satisfied with the tests and performance of the equipment unless written notification to the contrary is received within three working days of such tests being undertaken. The acceptance test shall be documented and the Clients agents/employees shall sign to confirm completion of these tests on an appropriate document.

12. Installation

Installation of Equipment at the client's site may be provided by Axiomatic, or by its agents, at Axiomatics prevailing rates, or without further charge, if the price quoted for Equipment includes installation, the equipment is to be installed remotely by the Client or one of its' agents.

Installation shall consist of Axiomatic or approved agency personnel successfully completing the manufacturer's standard installation diagnostic test programs and procedures applicable to the Equipment.

The Client shall have the site prepared to the agreed pre-requisites prior to the agreed arrival target date of installation personnel (including without limitation the provision of all necessary electricity, wiring, telecommunications and broadband facilities, consumable materials and apparatus). Failure to do so will result in chargeable delays to the installation of the System. Should Axiomatic receive a request to delay the agreed target date and installation service within 7 working days of the agreed date then Axiomatic will charge for the labour commitment element of the installation.



In the event that the Client has removed Equipment from its original cartons prior to the arrival of installations personnel, and without guidance from Axiomatic, the client shall be charged for installation and any repairs necessary to the Equipment at the prevailing rates.

The Client acknowledges that it is responsible for maintaining its premises as a suitable and safe operating environment for the Equipment and/or Software Package, and their installation personnel.

All engineers, contractors and third party agents shall follow the agreed contractor installation procedure as outlined by Axiomatic.

Upon completion of installation it is the engineer / agents responsibility to provide suitable sign-off for the installation, and provide Axiomatic with the required photographs, signatures and paperwork associated with counter deployment.

13. Substitutions and Modifications

Axiomatic reserves the right to make improvements or modifications in the specifications of the Equipment supplied by Axiomatic provided that such improvements, substitutions or modifications will not materially worsen the overall performance of the System, and will not result in an increase in the list price before VAT.

14. Cancellation

In the event of the Client cancelling less than 90 days before scheduled installation, the Client may be liable for a fee up to the amounts outlined in the following schedule:

Days prior to delivery	% of total fee
90-61	5
60-45	10
44-31	25
30 or less	40

15. Default

If the Client fails to pay any money due under the Agreement within 21 days of the due date, or shall be deemed to commit a serious breach of the Agreement or any other of their obligations to Axiomatic or if any distress or execution shall be levied upon the client's property or assets, or if the Client shall make or offer any arrangement or composition with creditors or such is made against them, or if the Client is a limited company and any resolution or petition to wind up the Client's business (other than for purpose of amalgamation or reconstruction) shall be passed or presented or a proposal is made for voluntary arrangement within part I of the Insolvency Act or if the receiver of the undertaking, property or assets of any part thereof of the Client (being a limited company) or any administrator or if the client is unable to pay its debts within the meaning section 123 (1) Insolvency Act 1986 shall be appointed, then Axiomatic may without notice:

- Suspend, determine or cancel the Agreement or any fulfilled part thereof; and
- Stop any goods in transit, and
- Stop any software services and reporting, and
- Recover any goods from the Client's premises for which payment has not been made in full, without prejudice to any other or outstanding right or remedy that Axiomatic may lawfully enforce or exercise.

16. Disputes & Governing Law

16.1 Any dispute which may arise between parties concerning the Agreement shall be determined as follows:-

16.1.1 If the dispute shall be of a technical nature concerning matters of computing or data processing or any similar related matter, then such dispute shall be referred for final settlement to an expert nominated jointly by Axiomatic and the Client, or failing such nomination within 14 days after either parties request to the other therefore nominated at the request of either party by the Director for the time being of the British Computer Society such expert shall act as an expert and not an arbitrator. Their decision shall be final and binding on the parties.

16.1.2 In any other cases the dispute shall be determined by the English Courts, and the parties hereby submit to exclusive jurisdiction of such Courts for such purpose.

16.2 In any dispute between contracts, this set of terms & conditions shall prevail.

16.3 This Agreement shall be formed and constructed by English law

17. Software License

Axiomatic provides the software package in accordance with the terms set out in the software license detailed below:

17.1 Subject to payment for the System, Axiomatic grants the Client a non-exclusive, perpetual, non-transferable license for the Client to use the people counting service software in machine readable object code at the site on a single processor (unless a greater number of processors is specified in the invoice or subsequent agreements) for its own internal business purposes and in accordance with this Agreement.

17.2 Axiomatic may make available to the Client upgrades of software at prices to be determined by Axiomatic, but the client will be under no obligation to acquire or use such upgrades.

17.3 Axiomatic may from time to time supply free upgrades to improve the performance of the software. The client hereby undertakes to accept such modifications.

17.4 The Client acknowledges that the intellectual property rights in the software (including any customisations and updates) belong to Axiomatic.

17.5 Axiomatic reserves the right to charge an on-going license for any additional reporting formats based on SQL Web-reporting, Mobile App or bespoke reporting created.

The Client undertakes:

- a) not to copy, publish or distribute, decompile, reverse engineer, translate, adapt, vary or modify the software except as expressly permitted by this Agreement
- b) not to transfer, assign, sub-license, charge or otherwise deal in the software other than in accordance with the terms of this agreement
- c) to maintain all copyright notices on all copies of software and;
- d) notify Axiomatic immediately it becomes aware that any person may have unauthorized knowledge, possession or use of the software.

17.5 The Client shall use its best endeavours to ensure its employees and agents do not disclose, communicate, copy or reveal for any purpose whatsoever the software or any part thereof. The Client accepts liability for any breach of this agreement by its employees or agents.

17.6 Axiomatic Technology software is generally licenced exclusively for counters purchased from Axiomatic or its official distributors, unless otherwise agreed in writing between the customer and Axiomatic or its distributors.

Should a customer obtain counters from a third-party source, and use them with Axiomatic software, without prior written agreement, this will be considered to be a violation of the licence agreement for the software.

Such written permission will normally only be granted on payment of an annual licence fee, which will normally be equivalent to the difference between the factory-gate price of the counter and the Axiomatic distributor end-user price, *per extra counter per year*.

If this additional licence fee is not paid following reasonable notice, Axiomatic or its distributors reserve the right to shut down any existing software or services without compensation. and terminate any support agreement currently in force.

18. Standard Support and Maintenance

With Standard Support and Maintenance you receive personal, written answers. Replies are sent within two business days (excluding the period between Christmas & New Year) at the latest, sometimes within hours of receipt. Answers come directly from hands-on experts, involving members of our software development team whenever necessary.

18.1 Availability

After full support for the bedding in period the first year of standard reactive Support and Maintenance Service after installation is included with the purchase of the System. Axiomatic strongly recommend continuation of the Support & Maintenance contract to ensure the smooth running of Systems supplied. Subsequent years of Support and Maintenance Service may be purchased, and need to be contiguous. These are offered at different levels to meet the requirements of different organisations. Failure to maintain a continual Support & maintenance will result in adoption of the Pay As You Go price structure for any outstanding issues before a new support & maintenance agreement can be put in place.

The varying levels of support are:

- Premium Support (P) - Clients with specific requirements for additional support requirements and out of hours support contact
- Standard Full Support (S) - Recommended support level offering active system monitoring and data recovery, covering the majority of client requirements for on-going support and maintenance of their system.
- Basic Reactive (R) - A budget level of support offering repair and replacement of equipment, and discounted support charges for other issues.
- Pay As You Go (PAYG) – Prices customers without a valid support contract in place.

18.2 Included Services – (N.B Please see advisory comments for inclusion in different support packages)

To ensure our clients receive the best level of support we recommend taking a Standard Full Maintenance & Support Contract. This gives access to our dedicated support line 5 days a week during normal working hours, between 9am and 6pm GMT (excluding UK statutory holidays), and a dedicated email address solely for support issues. *(included in P/S/R)*

Axiomatic Support will assist customers with general advice and guidance on the use of Axiomatic Systems to the extent of providing examples wherever possible.

To ensure a prompt response the Client should send an English plain-text e-mail from the mail account registered with Axiomatic providing the following:

- a clear, detailed description of the problem/question/suggestion
- which supported and released version of the product is affected
- what is the operating environment (OS, hardware platform, build tools etc.)
- the date/time when the problem first occurred and details of any subsequent occurrences

Additional relevant content (i.e. Screenshots or appropriate log files) should be included as attachments to the mail if Axiomatic do not have internet access to your system.

18.3 End of support by a Distributor

Should a Distributor of Axiomatic goods and services for any reason cease being a distributor, (including insolvency, end of agreement or death of key personnel), then Axiomatic Technology will do all that it reasonably can to take over any support agreement with the distributor that was current on the same terms at the same price to make sure that the customer gets continuity of support for the products and services supplied by Axiomatic Technology.

18.4 What is included in your Maintenance Contract?

- Axiomatic releases new maintenance versions of their products regularly, usually every two months. Some of those releases are available for free for customers with an active support and maintenance contract. *(included in P/S/R)*
- User assistance/support - via our dedicated support line including 'How do I...?' questions *(included in P/S/R)*
- Administrator assistance/support - via our dedicated support line to address issues connected with the running of the system *(included in P/S/R)*
- Supply of software corrections and revisions - available at no charge from Axiomatic *(included in P/S/R)*
- "Bug" reporting/control *(included in P/S/R)*
- Automated connectivity and count checking for networked counters which poll data to Axiomatic servers *(included in P & S only)*
- Remote engineer access *(included in P/S/R)*
- Reconfiguration of network settings for counters due to changes to the IT infrastructure. *(Included for P & S only where advance notice of the proposed changes are communicated to Axiomatic with sufficient time for any configuration updates to be made). Additional charges may be applicable where the counters need to be returned to Axiomatic for network configuration updates.*
- Re-installation of PeopleCounterV6 software on a new Server or Base PC *(included in P & S only)*
- Engineer site visits for thermal or video counters where necessary *(included in P & S only)*
- Automated network connectivity checking and flagging to clients

- Repair or replacement of faulty equipment if continuous subscription is maintained (*included in P/S/R*)

18.5 What is not included in your Support & Maintenance Contract?

- As per clause 7.10 in the Terms & Conditions; failure resulting from malicious, accidental damage or standard wear and tear etc. is not covered by the Maintenance Contract.
- Site visits that are deemed to result from the above
- Recovery of data, or additional support where count data is affected due to persistent client network issues.
- Out of hours support (except for Premium support customers)
- On-going manual monitoring of the system following the bedding-in period – where possible Axiomatic recommend 'Active Monitoring' should be purchased for the system in addition to reactive support – this is available on a monthly, weekly or daily basis. Active Monitoring means that Axiomatic access your system on a regular basis to check data, monitor and pro-actively manage and maintain the system.
- Reconfiguration of counters that have been moved for building work, or from the original site to an alternative location (included in Premium support only). For charges see table of charges in the appendix.
- The routine maintenance of the local computer / server acting as the server for the PeopleCounting system, the operating system and any software other than the Axiomatic PeopleCounting software and the applications contained within our distributable. Axiomatic deem the client/end user to be responsible for such maintenance (Windows updates, anti-virus updates etc)

18.6 In case of software defects, Axiomatic will make reasonable efforts to solve bugs in released products. This support is provided to the Client on a "best efforts" basis, and may include suggestions for short-term "work around" solutions, and/or the provision of modifications to the software or documentation as deemed appropriate by Axiomatic.

18.6.1 Access to maintenance releases (*included in P/S/R*)

The main focus for maintenance releases is stability. Typically, these include big fixes, minor improvements & documentation changes.

Significant new features will be held over to a new major version release, which may be chargeable.

18.6.2 Counts lost through client network problems (*P&S only*)

Where the counters are connected to the client's network in order to automatically report counts through the PeopleCounterV6 counting service Axiomatic are not responsible for counts lost due to cables becoming disconnected, third party Internet issues or client network issues. If the client network connection fails from before closing time and has not recovered by 11pm, then the counts for that day, and any subsequent full days may not be automatically collected by the system until the connection is reinstated, and may need to be manually rebuilt. On the day in which the connection is restored, data will automatically be recovered for the whole of that day.

Where possible data will be recovered free of charge for those customers on Premium or Standard Full Support packages. However, where persistent network errors occur, Axiomatic reserve the right to charge for any work undertaken to recover counts or rebuild reports. Due to the additional work that manually rebuilding the files involves for our support engineers, and the resulting overall increase in our costs, we will have to charge for the service of manually rebuilding data files in future, as it comes outside of the normal terms and conditions of our basic reactive support.

You will need to confirm an order for us to carry out this work on any missing data. Please note that the maximum guaranteed data log count on the devices themselves is 10 days, you must therefore confirm your requirement for us to manually access this data **within 7 days of a network issue**.

19. Duration and Consideration

Approximately two months before the expiry of a support maintenance contract, Axiomatic issues a "Notice of Expiry" letter by mail to the attention of the named primary contact for the Axiomatic System. This notice includes an invoice for the renewal of the maintenance contract and an update information sheet where users can list current shipping address information, contact information and hardware information. Should a client purchase any additional

equipment after the original system purchase, any amount paid will be reflected in the Support & Maintenance fee for the next renewal period.

a. The duration of this agreement shall be for a period of twelve months from the date agreed at time of purchase. Unless notified otherwise, Axiomatic will automatically extend the agreement every year for a further year invoicing the Licensee accordingly. In the event of a revised fee Axiomatic will inform the Client not less than thirty (30) days before renewal is due.

b. This agreement may be terminated by the Client subject to the following provisions. Licensee must notify Axiomatic of intention not to renew no less than thirty (30) days before the annual renewal date.

c. If the Client fails to remit charges due to Axiomatic by the due date Axiomatic's obligations to the Client under the terms of this Agreement cease immediately.

PLEASE NOTE -- To provide uninterrupted support, the maintenance contract renewal fee must be received within 30 days of the existing contract end date. Should payment not be received in this time, any client wishing to access the support staff will be unable to do so until payment for the maintenance contract or an order for PAYG support is received. The renewal of a lapsed support maintenance contract of more than 3 months will be subject to a support restart fee.

20. How to contact customer technical support?

Tel: 0115 875 7509
Email: support@peoplecounting.co.uk
Post: Technical Support
Axiomatic Technology
Suite 3 Arnold Business Park
Brookfield Road
Arnold
Nottingham
NG5 7ER

21. Clauses included in agreements

Clauses 3, 4, 5, 7, 8, 14 and 15 shall be deemed to be incorporated into the Maintenance Agreement as described, and into the software license described in clause 17. In the event of a conflict between various documents forming part of the Agreement, these Terms & Conditions shall prevail.

22. Confidentiality

The Client will treat all information communicated in confidence under or in connection with this agreement as confidential.

These Terms and Conditions are Copyright 2019 Axiomatic Technology Ltd.

23. Appendix - Support table of support packages and prices

Feature	Full Support	Non-Contracted	SLA Full Support	SLA Basic Support
Replacement sensor if failure within 5 years of purchase (excluding damage)	Y	List Price	Within 3 working days	Within 7 working days
Repair/replacement of an Axiomatic supplied base PC or server (excluding damage)	Y	List Price	Within 3 working days	Within 7 working days
Automated hardware connectivity checking and flagging to client	Y	£95 per Hour	Every 2 hours	Report provided within 5 working days
Remote first line diagnostic checks (aided by customer)	Y	£95 per Hour	Same day	Within 3 working days
Automated accuracy checking	Y	£95 per Hour	Checked Daily	Checked Daily
Corrective action for inaccurate devices (where FOV environment has remained unchanged), including manual or automated verification via remote access to device(s)	Y	£95 per Hour	Within 2 days	Within 3 working days
Low cost counter upgrades after five years if significant new version available	Y	List Price	N/A	N/A
Counting device firmware upgrades	Y	£95 per Hour	When required and within 2 working days	When required and within 5 working days
Counter recalibration (site changes)	First Hour Free (per site)	£95 per Hour	Within 1 working day	Within 3 working days
Counter reconfiguration (IT changes)	First Hour Free (per site)	£95 per Hour	Within 1 working day	Within 3 working days
PeopleCounter V6 Software upgrades (same build version releases)	Y	N	Expect at least 1 per year	Expect at least 1 per year
PeopleCounter V6 Software upgrades (new product releases)	Y	List Price	N/A	N/A
Re-installing PeopleCounter V6 software on new host	Y	£95 per Hour	As agreed	As agreed
Proactive data recovery	Y	N	Within a few hours	Within a few hours
Discount on bespoke software and report development requests	35%	N	As agreed	As agreed
Administrator assistance with our PeopleCounter solution	Y	£95 per Hour	Within 1 working day	Within 3 working days
Ongoing system report staff training (remote)	Y	£95 per Hour	Within 1 working day	Within 3 working days
Assistance with creation of PeopleCounted report queries	Y	£95 per Hour	Within 1 working day	Within 3 working days
Automated checking and flagging of software service operation	Y	N	Every 2 hours	Within 3 working days
Corrective action for software services not communicating	Y	£95 per Hour	Within 1 working day	Within 3 working days
Telephone/email assistance	Y	£95 per Hour	Within 1 working day	Within 3 working days
Out of hours support with prior notification	£75	£125	As agreed	As agreed
Remote server and counting device access	Y	N	N/A	N/A
Hourly rate for chargeable items (remote support)	£50	£95	N/A	N/A
Site visits where necessary (excluding items outside of our scope)	Y	£400 + Travel	Within 3 working days	Within 7 working days
Bug reporting and control	Y	N	Usually fixed with next software release	Usually fixed with next software release