

Terms & Conditions of the Verisys Maintenance and Support Program

1. Definitions

- “Ionx”, “Our” means Ionx Solutions LLP
- “You”, “Your”, “Licensee” means the person or company that has purchased the licence for the Software
- “Agreement” means the Verisys Maintenance and Support Program Agreement
- “Program” means the Verisys Maintenance and Support Program
- “Maintenance” means the scope of maintenance services for which the Subscription Fee has been paid and as more fully set forth in Section 4
- “Support” means the scope of support services for which the Subscription Fee has been paid and as more fully set forth in Section 5
- “Maintenance and Support Services” the scope of services for which the Subscription Fee has been paid and as more fully set forth in Section 4 and Section 5
- “Software” means the Verisys File Integrity Monitoring System
- “Software Licence Agreement” means the End User Licence Agreement (EULA) for the Software
- “Subscription” means your subscription to the Verisys Maintenance and Support Program
- “Renewal Date” means the anniversary date of the Licensee’s initial Software purchase and the date on which thereafter the Subscription Term is due for renewal
- “Subscription Fee” means the fee payable to Ionx for the provision of services provided under this Agreement
- “Subscription Term” means the term of this Agreement as more fully set forth in Section 3

2. Conditions

The Verisys Maintenance and Support Program is available to subscribers, subject to the following conditions:

- (a) The Software is used in the form in which it was supplied, updated or upgraded by Ionx
- (b) The Software is and has been operated in accordance with the Software Licence Agreement and in accordance with instructions or guides supplied by Ionx
- (c) The Software has not been altered, modified or adapted by any person other than Ionx
- (d) The Software must not be used for a purpose for which it was not designed
- (e) The Software must be the current version
- (f) You must possess a valid license, issued by Ionx, for each copy of the Software
- (g) Your Maintenance and Support Program Subscription Fees must be up to date and any outstanding monies owed to Ionx must be settled
- (h) One primary contact and one secondary contact must be nominated for the purposes of communication with Ionx regarding services provided under the Verisys Maintenance and Support Program. Notification of the nominated persons must be supplied by email to support@ionx.co.uk, including the names of the nominees and their corresponding email addresses
- (i) The Terms and Conditions as written in the Software License Agreement are part of and incorporated in this Agreement

3. Subscription Term

- (a) The term of this Agreement shall be for a period of one (1) year, starting on your Renewal Date, and renewable annually on the Renewal Date thereafter subject to the renewal and termination provisions set out in this Agreement. The Licensee will be invoiced for Subscription annually in advance

4. Maintenance

- (a) Software maintenance supplied as a part of this Agreement may, on the sole decision of Ionx, include correction of errors, functional or performance improvements or enhancements of the Software
- (b) Software maintenance supplied as part of this Agreement, on the sole decision of Ionx, will be provided to you, on our website, as soon as practical in the ordinary course of business after commercial release of the same
- (c) Ionx shall make no warranties, whether expressed or implied, regarding the amount, extent or content of any Software maintenance. For the purposes of the Software License Agreement, upgrades shall be considered as a part of the Software, or, in the case of updates to the instructions or guides, as material supplied with the Software
- (d) Ionx reserves the right to make Software enhancements available solely as a new chargeable product where in our reasonable opinion the existing Software would require substantial modification

5. Support

- (a) The Verisys Maintenance and Support Program provides email based support to the Licensee in accordance with this Agreement. No other methods of support query or response will be accepted or provided
- (b) All support queries must be submitted by either the primary or secondary contact nominated for the purposes of communication with Ionx regarding maintenance and support provided under the Verisys Maintenance and Support Program Agreement
- (c) All support queries must include your unique Maintenance Code which will be supplied by Ionx at the time of Subscription to the Verisys Maintenance and Support Program
- (d) All support queries must be submitted in either of two ways
 - i. By using the [online form](#)
 - or
 - ii. By email to support@ionx.co.uk
- (e) Support queries can be submitted using the designated channels outlined in section 5(d) at any time
- (f) Support queries submitted using the designated channels outlined in section 5(d) should expect an emailed response within 48 hours (except public holidays). Ionx will make its best endeavours to provide timely response, however Ionx makes no warranty or guarantee of such response
- (g) Ionx will use commercially reasonable efforts to assist the Licensee to resolve problems in its use of the Verisys File Integrity Monitoring System. However Ionx does not make any warranties, whether expressed or implied, as to the availability or delivery of any correction of errors as provided under this Agreement. Ionx makes no guarantee that it can, or will, solve any problems with respect to the Verisys File Integrity Monitoring System, and further disclaims any warranties above and beyond any limited warranties expressly made by Ionx in the Software License Agreement

6. Maintenance Fee

- (a) The Licensee shall pay to lonx the Subscription Fee for all copies of the Software annually on or before the Renewal Date. The Subscription Term shall be renewed once payment for the renewed Subscription Term is received by lonx
- (b) All Software licenses purchased during the term of an existing Subscription will be covered by your existing Subscription at no extra cost for the remainder of that Subscription Term. Upon renewal of your Subscription, payment for your Verisys Maintenance and Support Program Subscription will be based on the number of all previously purchased licenses
- (c) Annual Subscription to the Verisys Maintenance and Support Program may be purchased for 20% of the prevailing list price of Verisys, per agent
- (d) lonx reserves the right to vary the annual Subscription Fee and will give your nominated primary contact 90 days prior written notice, by email, of any variation
- (e) All Subscription Fees must be paid within 30 days of invoice date. If you fail to pay the Subscription Fee in full by payment due date, lonx reserves the right to withhold Maintenance and Support Services to you until such time as the Subscription Fee is paid in full. In addition, you will not be permitted to make any further purchases or subscriptions from lonx until the full balance of all outstanding invoices is settled
- (f) Subscription Terms must run successively. If you fail to renew your annual Subscription your Subscription will be deemed to have expired
- (g) In the event of the expiry or termination of your Maintenance and Support Subscription which you subsequently wish to reinstate, you must take out a new Subscription at 100% of the prevailing Verisys list price, per agent

7. Termination

- (a) The Licensee may terminate this Agreement provided that lonx has been given 30 days prior written notice and all outstanding Subscription Fees have been paid to lonx. In the event of any remaining Subscription Term, no refund of Subscription Fees will be payable to you
- (b) lonx may terminate this Agreement, by providing your nominated primary contact with 30 days prior written notice, if you fail to comply with these Terms and Conditions or any related agreement between lonx and the Licensee
- (c) lonx may terminate this Agreement at any time, at our sole decision, without any prior notice. In such case, lonx shall refund to the Licensee the prorated portion of the balance of the Subscription Fee remitted by the Licensee
- (d) This Agreement shall be terminated and all Maintenance and Support Services will cease on the date your Subscription expires or if your Subscription is terminated for any reason
- (e) If the Software License Agreement is terminated, the Maintenance and Support Services to be provided for the Software, governed by such Software License Agreement, shall immediately cease

8. Assignment

- (a) The Licensee shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations

9. Miscellaneous

- (a) Ionx shall have the right, without any liability, to delay the provision or not to provide to the Licensee any Maintenance or Support Services in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. Events of Force Majeure are events beyond the control of Ionx, which are not reasonably foreseeable and whose effects cannot be overcome without unreasonable expense and/or loss of time to Ionx
- (b) In the event that the Force Majeure delays the performance of Ionx for a continuous period of ninety (90) days either Ionx or the Licensee shall have the right to terminate this Agreement with immediate effect without any liability towards it
- (c) These Terms and Conditions of the Verisys Maintenance and Support Program are part of and incorporated in the [Terms and Conditions of Purchase](#), [Terms and Conditions of Use](#) and Ionx [Privacy & Cookies Statement](#). We may change these terms from time to time without notice to you. Changes will apply to your subsequent Subscription renewal. It is your responsibility to read these Terms and Conditions before each renewal. By renewing your Subscription you are explicitly agreeing to these Terms and Conditions. If you have any queries about these Terms and Conditions, please contact us at legal@ionx.co.uk

10. Governing Law

- (a) The Agreement between the Licensee and Ionx Solutions LLP shall be governed by Scottish Law and any dispute between us shall be resolved exclusively in the Courts of Scotland