

### Partnership Plus

#### Software Rental & Support Plan

Agreed between **CavOK** Ltd and .....(User).

#### A. **CavOK** will:

- 1 Supply the users choice of **QuDieMGA** software under the terms of its Licence and Warranty on page four.
- 2 Enable operation of the software during the Initial Period and any Extension Periods as defined in B1 and C1 below.
- 3 Provide Telephone Support during the installation and set-up of the software between 0900 and 1700 on normal working days.
- 4 Provide support during the continuance of this agreement under the terms of its **QuDieM Partnership Support** scheme on page three.

#### B. **User** will:

##### 1 Pay **CavOK** Ltd:

UK customers the monthly fee by Standing Order on the first of each month for an **initial period** of twelve months commencing the first due date after initial installation of the software. International customers the Annual Fee by PayPal on registration and each anniversary thereafter.

2 Pay **CavOK**'s reasonable out of pocket expenses for visits to site.

3 Provide suitable computer hardware and Windows® operating system software.

4 Ensure suitable staff are available to set-up the system and receive training in its use when **CavOK** are on site.

#### C. Extension & Termination

1 The **User** has the right to extend this agreement for contiguous twelve-month periods beyond the initial period (**Extension Periods**) at the same monthly/annual fee.

2 **CavOK** may terminate this agreement at the end of the initial period or any Extension Period.

3 **CavOK** may terminate this agreement at any time in the event of default by **User**.

#### D. Consequences of Termination

1 On termination under C2:

- **User** may continue to use software under the terms of **CavOK**'s standard Licence and Warranty.

2 On termination under C3:

- **User** will pay **CavOK** all outstanding charges and lose the right to extend the agreement.

#### E. Modifications

Any changes to this agreement must be agreed between the parties in writing.

#### F Interpretation

This agreement will be subject to English Law.

Signed for **CavOK** Ltd. by

Signed for **User** by

Date

Date

# **Partnership Plus**

## *Software Rental & Support Plan*

### **QuDieMGA Operations including:**

#### **Invoicing**

Combined Invoicing for multiple Training and Private Hire Flights, Trial Lessons and Shop Items; Flying charged by Tacho, Hobbs or Flight times; Complete Pricing Flexibility; Invoice Integrity monitoring; Product database; Airfield data; Context-sensitive Help.

#### **Membership**

Members Database; Renewals Due and Overdue; Automatic Records updating; Members' Cash and Hours Accounts; Members Flying analysis; Members' Currency.

#### **Trial Lesson Vouchers**

Club and Third-party voucher tracking

#### **Administration**

Aircraft Contribution analysis; Product Sales analysis; Cash and VAT analysis; Trial Flight Voucher audit; Product Supplier data; Inventory Balances and Valuation; Account Statements; Landings report.

#### **Training Management**

Instructors Time and Remuneration; Active Student Flying Progress report; Ground School records; Flight Test records.

#### **Aircraft Operations**

Engine life; Next Check hours and days; Total Airframe Time; Radio Licence: Insurance; Tech Log Data report.

#### **Bookings**

Aircraft and Instructors; Checks for double booking; Instructors' Duty Roster and Scheduling; Integrated with Flight Entry.

#### **FuelStation (optional)**

Fuel, Oil and related sales; Pump metering; Fuel Inventory management.

#### **Backup**

Backing up data files to user selected disc drive.

#### **Data Archiving**

Date defined archiving of transaction data to off-line files. Members' Accounts, Inventory Balances and Cash Float brought forward to maintain current balances.

#### **Pricing**

Rental and Support based on number of aircraft (minimum 4) and options chosen.

#### **Payment Terms**

UK bank accounts: Monthly fees are payable in advance by Standing Order.

International bank accounts: Annually in Advance via PayPal.

## **Partnership Plus**

*Affordable IT for Flying Clubs*

### **QuDieM Partnership Support**

The **QuDieM Partnership Support** scheme provides users with telephone assistance following-on from the conclusion of their Implementation Support and a range of benefits relating to on-site support, software upgrades and product line enhancements and extensions under the following terms:

**A. CavOK will:**

- 1 Provide access to telephone assistance for the installation, set-up and operation of **QuDieMGA** software between 0900 and 1700 on normal working days.
- 2 Supply free of charge upgrades for **CavOK** software licenced to **User** as and when these become available.
- 3 Provide priority response to **User**'s requests for on-site support, training or consultation.
- 4 Discount charges for on-site support, training and consultation by 20% from current list prices.
- 5 Make **QuDieMGA** enhancements and product line extensions available to **User** at a discount of 20% from current list prices.

**B. User will:**

- 1 Nominate suitable personnel with whom **CavOK** can communicate in providing telephone and on-site support.
- 2 Advise **CavOK** of those personnel authorised to request chargeable services.
- 3 Pay **CavOK**'s reasonable out of pocket expenses incurred for site visits.
- 4 Be responsible for maintenance of all system components, including hardware, not supplied by **CavOK**.
- 5 Be responsible for the day to day operation of the system.

**C. Context**

These terms relate to the provision of a **QuDieM Partnership Support** service as an integral part of a **Partnership Plus Software Rental & Support Plan** and are subject to the latter's terms on the front of this document.

# **Partnership Plus**

## *Software Rental & Support Plan*

### **Software Licence**

The SOFTWARE included in this product is supplied under LICENCE. The LICENCEE is granted the non exclusive right to use this SOFTWARE on a single computer. Ownership of the SOFTWARE and any copies made of it remains with **CavOK Ltd.**

The LICENCEE owns the discs on which the SOFTWARE is recorded. The LICENCEE may make one copy of the SOFTWARE for back up purposes and may enter, edit and delete user data. Any other copying, modification, incorporation in other software, adaption, transfer or distribution is prohibited.

The LICENCEE may not assign this LICENCE to another party without the prior permission of **CavOK Ltd**, which will not be unreasonably withheld, and subject to the LICENCEE destroying all copies of the SOFTWARE in their possession and the transferee agreeing to the terms of this LICENCE.

This LICENCE will remain in force unless terminated by either party or until any calendar incorporated in the product expires. Termination will be automatic if the LICENCEE contravenes any of the terms of the LICENCE.

### **Limited Warranty**

The Software and all accompanying materials and instructions are supplied “as is” and without any warranty of any kind regarding their use, results of use or fitness for purpose. All risk as to its performance, use or inability to be used is assumed by the user and **CavOK Ltd** will not be liable for any damages arising therefrom. This Licence and Limited Warranty will be governed by the laws of England.

*QuDieM* is a registered trademark of **CavOK Ltd**.