

Remote support contract

Remote support contract for
software in connection with
digital dictation and speech
recognition solutions

August 2019

Remote support contract for software in connection with digital dictation and speech recognition solutions.

Remote support provided by Voicepoint AG, a Swiss Limited Company based in Wetzikon (ZH), Zürcherstrasse 35, 8620 Wetzikon (VOICEPOINT) is subject to the terms and conditions set forth below, except as otherwise provided in contractual agreements between the company using the support service (hereinafter referred to as the customer) and Voicepoint who operates the software support/maintenance service.

By clicking on “Yes, I wish to enter into this remote support contract”, the customer enters into the following contract with Voicepoint and expressly agrees to the terms and conditions contained therein.

I. SUBJECT OF THE CONTRACT

1. Under this contract, Voicepoint shall provide remote support services for software in connection with digital dictation solutions, with the aim of maintaining the software in a suitable condition for its intended use.

II. GENERAL TERMS AND CONDITIONS

2. Voicepoint’s General Terms and Conditions, to which the customer expressly agrees by entering into this contract, form an integral part of this contract.
3. The customer’s general terms and conditions shall not apply to this contract.

III. PLACE OF PERFORMANCE

4. The place of performance for the services to be provided under this contract shall be the installation site of the IT system on which the software is to be used.

IV. OBLIGATIONS OF THE CUSTOMER TO CO-OPERATE

5. The customer is required to create the appropriate organisational and technical conditions for Voicepoint to provide the agreed services.
6. The customer is required to keep records regarding its IT system, in particular all exceptional circumstances and error messages, and must comply with the relevant system requirements of all software and hardware to be installed or maintained by Voicepoint.
7. Should the customer fail to fulfil his obligations to co-operate in accordance with section IV properly and in a timely fashion, for reasons for which he is responsible, Voicepoint shall be relieved of its obligations covered by this contract and shall be entitled to invoice the customer for all additional costs incurred as a result thereof.

V. PAYMENT/INVOICING

8. The services covered by this contract which are to be provided by Voicepoint within the scope of its remote support services, shall be invoiced to the customer on the basis of time and materials in accordance with the report sheet (section VI) and in keeping with the guidelines and conditions below.
9. Working hours shall be charged at an hourly rate of CHF 185.00 plus VAT. Incomplete hours shall be invoiced on a pro rata basis. The first 30 minutes are due. All materials shall be invoiced in accordance with the valid price list.
10. The invoiced amount is payable in full within 30 days of the end of the month. After this time interest may be charged at a rate of 8% per year, without any prior warning.
11. An invoice shall be deemed to be accepted if no notice has been provided by the customer following the end of this payment period.

VI. REPORT SHEET

12. Voicepoint must prepare a report sheet and forward it to the customer by e-mail, to the address indicated in the "e-mail address" field within 14 days of completing its services.
13. If the customer does not object to the report sheet within 30 days of the report sheet having been received, it will be deemed to be irrevocably accepted.
14. By accepting the report sheet in accordance with section 13, the customer agrees to the scope of services outlined therein and provided by Voicepoint and thereby confirms that the software is in working order.

VII. WARRANTY AND LIABILITY

A. Warranty

15. Voicepoint shall provide the services covered by this contract using highly-qualified staff and keeping to its usual high standard of care, with the aim of maintaining software in a suitable condition for its intended use and correcting errors or defects in programmes as quickly as possible.
16. Voicepoint assumes no responsibility for the working order of software which is not covered by this contract, or for the proper functioning or working order of the customer's IT system.
17. Voicepoint cannot guarantee that software covered by this contract can be used in all combinations required by the customer, continuously and without interruptions or errors, with any kind of data, information systems and programmes. Neither can it guarantee that correcting one error will prevent other errors from occurring.

B. Liability

18. Voicepoint shall only be liable for damages caused by intentional misconduct or gross negligence. The right to make claims relating to product liability will not be affected.
19. Voicepoint shall not be held liable, insofar as is permitted by law, for any limitations in function, interruptions or crashes relating to the customer's software other than that covered by this contract, for any loss of or alterations to customer data, or for any interruptions, crashes or failures experienced by all or part of the customer's IT system. Liability for other damage is expressly excluded, in particular for consequential damages (e.g. due to business interruptions, loss of data, etc.).
20. Insofar as is permitted by law, Voicepoint shall not be held liable for any damage arising from the incorrect or delayed fulfilment of a customer's obligation to co-operate, for the recovery of data or for indirect or delayed consequential damages such as additional costs, unrealised savings, lost profits or third party claims.
21. Under no circumstances shall Voicepoint be held liable if prevented from fulfilling the obligations covered by this contract correctly and in a timely manner for reasons for which it is not responsible. Dates scheduled for their fulfilment shall be extended in accordance with the impact of the circumstances for which Voicepoint is not responsible.
22. In all cases, Voicepoint shall only be held liable up to a maximum amount of CHF 1'000.00.

VIII. DURATION

23. This contract comes into force with immediate effect after its completion and ends after Voicepoint has provided its services.

IX. FINAL PROVISIONS

A. Partial invalidity

24. If any provisions or parts of this contract prove to be ineffective or invalid, the validity of the contract shall remain unaffected. In this instance the parties shall adjust the contract so that the ineffective or invalid part comes as close as possible to its original intention.

B. Applicable law

25. This contract together with all rights and obligations arising from it are governed by Swiss law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980.

C. Disputes

26. In the event of any dispute relating to this contract, both parties shall work in good faith to reach an amicable agreement.
27. If no agreement is reached despite these efforts, the local judge at the headquarters of Voicepoint will be declared responsible for all decisions on any disputes arising from or in connection with this contract, subject to the right of Voicepoint to take legal action against the customer at its headquarters.