

SECTION 1– SPECIAL TERMS PROJECTS AND SUPPORT SERVICES

1.1. CTG'S OBLIGATIONS

1. A Project means work carried out by CTG in order to achieve an agreed-upon result within a certain time frame (“Product”) for the Client, as set out in the Agreement.
2. CTG will use reasonable endeavours to carry out the Project and to produce and deliver the Product according to the specifications stated in the Agreement.
3. The Parties can sign a SOW/SLA to detail the Project and Product.
4. Should a phased execution of the Project be agreed upon, the Client shall approve the results of each completed phase in writing before CTG is obliged to make a start on the next phase. The time period within which the Client is to provide such approval is to be stipulated in the Agreement or, in absence of such a stipulation, is to take place within 10 days of CTG’s written notice of the completion of the relevant phase.
5. Support Services means maintenance and other support services provided by CTG, and detailed in a SOW/SLA.
6. CTG shall perform the Support Services as set out in the Agreement with reasonable skill and care.

1.2. TECHNICAL ISSUES IN SUPPORT SERVICES (“the “Issue”)

1. In the event that the Client notifies CTG of any Issue if the Issue can be reproduced by CTG, CTG shall remedy such Issue in accordance with article 1.4. point 5. below.
2. CTG shall use reasonable efforts to remedy the Issue within reasonable time periods, but it will not be responsible for additional costs or expenses incurred by the Client as a result of the failure to remedy Issue within these time periods.
3. CTG reserves the right to pass on to the Client the costs it incurs relative to Issue not attributable to CTG’s actions or depending from third party, at CTG’s rates applicable at the time.

1.3. DELIVERY AND ACCEPTANCE OF THE PRODUCT

1. CTG reserves the right to request written acceptance by the Client as proof of delivery of a Product. Within the time period specified in the Agreement, the Client shall either accept a Product or notify CTG of any reproducible error or defect in a Product (“Defect”).
2. If the Client fails to accept a Product or notify CTG of any Defect within that time period or, in the absence of a stated required time period, within 10 days of delivery of a Product, that Product will be deemed to have been accepted.

1.4. WARRANTY AND REMEDIATION OF DEFECTS IN PRODUCT

1. Unless otherwise agreed in writing and signed by the parties, CTG warrants that for a period of 3 months following the date of acceptance of the Product supplied to Client pursuant to this Agreement, such Product will perform substantially in accordance with the relevant user documentation. CTG does not warrant that the software will be bug free or that the Product is suitable for Client’s requirements.
2. The above warranty shall not apply if the Product has been altered without the written permission of CTG or is used otherwise than in accordance with its documentation.
3. CTG reserves the right to pass on to the Client the costs it incurs relative to Product Defects that are not attributable to CTG’s actions or depending from third party, at CTG’s rates applicable at the time.
4. Client shall notify CTG of Defects in Product as soon as reasonably possible, in writing and in sufficient detail for CTG to be able to characterize the priority of the Defect.

5. In the event that the Client notifies CTG of any Defect in accordance the above, if the Defect can be reproduced by CTG, CTG shall take actions for remediation in accordance with point below.

Unless otherwise defined in the SOW or SLA the remediation of Defects in Product supplied by CTG will be governed in accordance with the following priority guidelines:

Priority 1:

Production cannot be continued and/or files become corrupted: remediation will commence within 24 hours of report.

Priority 2:

Production is possible but is seriously hindered: remediation will commence within 72 hours of report.

Priority 3:

Production can continue without hindrance: remediation will commence by appointment.

Priority 4:

Production can continue without hindrance but the Client and CTG have agreed on a temporary solution that will be replaced by a final solution in time; remediation toward a final solution will commence by appointment.

When CTG receives written notice of a Defect, CTG shall take actions for remediation of that Defect depending upon the priority of the Defect. The urgency of a Defect and the time within which CTG shall remedy shall be determined by consultation with the Client.

1.5. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing and signed by the parties, all copyright and other intellectual property rights in any Product developed by CTG under the Agreement are and shall remain property of CTG. CTG hereby grants to Client a non-exclusive non-transferable royalty-free perpetual licence to use the Product subject to the limitations, if any, set out in the Agreement.