

Agathos Terms and Conditions

1. **Company Information**
 - Agathos or Agathos Systems are trading names for ASL (UK) Limited.
 - Agathos, Apostle, Chalice, ChalPOD, ChalSIGN, ChalRUN, WebBear, and Agathos GEM are all trade names of ASL (UK) Ltd.
2. **Pricing & Quotations**
 - All prices shown are exclusive of VAT, which will be added at the prevailing rate at the time of invoicing.
 - All quotations are valid for 30 days from their date, except where changes occur outside our control (e.g., supplier-imposed hardware specification changes). We will notify clients of any such changes as they become known.
3. **Data Protection & GDPR Compliance**
 - Agathos is compliant with GDPR requirements and will not use any data for marketing purposes without explicit permission.
 - By using Agathos services, you agree to permit us to store, handle, and process your data within our secure and managed systems. Further details are available upon request.
 - Customers are responsible for ensuring their own compliance with GDPR requirements.
4. **Installation & Equipment Requirements**
 - Installation costs do not include wiring between wall sockets or other cables unless explicitly stated in correspondence.
 - Business-critical equipment, including servers, master consoles, and key network components, should be connected via an Uninterruptible Power Supply (UPS) to prevent data loss due to power fluctuations.
 - Customers must provide and maintain up-to-date antivirus and security software on all networked PCs, whether supplied by Agathos or not. Failure to do so may result in security vulnerabilities, and Agathos accepts no liability for damage, loss, or security breaches arising from inadequate protection.
5. **Travel & Expenses**
 - Any travel to customer sites by Agathos staff will incur out-of-pocket expenses, accommodation, and subsistence costs, which will be recharged at cost.
6. **Payment Terms**
 - A 25% deposit is payable upon order placement and confirmation in writing (via email or post). Deposits are **non-refundable**.
 - The balance is due on delivery, except where special terms have been agreed.
 - Maintenance and license charges are payable annually in advance. Late payments may compromise support services and may result in additional penalties or interest charges. Advanced Quarterly or Monthly licence payments by Direct Debit maybe available at extra cost, please enquire if these can be made available.
 - Some software may not operate if the license is not kept active. Unlicensed software may display on-screen warnings and become inaccessible.
7. **Service Charges & Support**
 - Services are charged based on our standard daily rates:
 - Weekdays (8:00 AM – 5:30 PM): £660 per day (7 hours)
 - Out-of-hours weekdays (before 8:00 AM & after 5:30 PM): £200 per hour
 - Weekends (including Friday evenings): £300 per hour
 - Weekend full day: £1,980
 - All subsistence, accommodation, and expenses will be recharged at cost.
 - Out-of-hours service may not be available if insufficient notice is provided, particularly on bank holidays.
8. **Software & Licensing**
 - Software license agreements for Agathos products, including Apostle, Chalice, and WebBear, are renewed annually. These are not valid without a signed agreement.
 - Cancellation requires a minimum of six months' written notice.
 - Software without a valid license will be **inaccessible**.
 - The intellectual property (IP) of all Agathos software remains with ASL (UK) Ltd. at all times.

- No modifications or alterations may be made to Agathos software unless performed by an authorized Agathos developer or agent. Any unauthorized modifications nullify all Agathos obligations, including support and warranties.
- 9. Non-Payment Consequences**
- Failure to pay invoices for Agathos products and/or services may lead to restrictions on product usage, license duration, or services provided.
- 10. Chalice Server Terms**
- The Chalice server, if provided, remains the property of ASL (UK) Limited at all times.
 - It is preloaded and configured with ASL (UK) Limited software, and no third party may install additional software.
 - The server is sealed and must only be opened by an Agathos engineer. Unauthorized access invalidates all licenses and support agreements.
 - The Chalice server is covered under Agathos Total Care for three years from installation, providing telephone/remote support during standard support hours.
 - If Agathos cannot resolve an issue remotely, customers must return the faulty unit, and Agathos will dispatch a replacement.
 - If the Chalice server is lost or not returned at the end of the license period or contract termination, a £1,200 charge will apply, payable immediately.
 - The preloaded Chalice licenses remain valid only if annual charges are paid within agreed terms. Failure to pay will render the licenses invalid, requiring the return of the Chalice server.
- 11. Force Majeure**
- Agathos shall not be liable for delays in performance due to circumstances beyond its reasonable control, including but not limited to:
 - Natural disasters (e.g., floods, earthquakes, hurricanes)
 - Acts of war, terrorism, or civil unrest
 - Government-imposed restrictions or sanctions
 - Cyberattacks or significant internet service disruptions
 - Supplier failures or industrial strikes
 - If a delay occurs, Agathos will notify the customer promptly, specifying the expected duration of the delay.
 - Performance obligations will be suspended during the period of force majeure, with an extension granted for the delay period.
 - Except where the delay results from Agathos' direct actions or omissions, the customer's rights and remedies are limited to those specified in this agreement and by law.
- 12. Liability Limitation**
- Except in cases of death or personal injury caused by Agathos' negligence, Agathos shall not be liable for:
 - Loss of profits, data, or contracts
 - Indirect, special, incidental, or consequential damages
 - Security breaches resulting from the customer's failure to maintain adequate protection measures

Full trading agreements and any additional terms are available upon request.

All trademarks are acknowledged.

Effective Date: February 2025

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