**Software Maintenance Plan Guidelines, Terms, and Conditions for Oneir and Vigilant Business Software**

**Overview**

This Software Maintenance Plan outlines the guidelines, terms, and conditions under which Oneir and Vigilant Business Software provides maintenance services for its software products. By engaging in this plan, customers agree to the terms and conditions specified herein.

**1. Scope of Maintenance Services**

1.1 **Included Services**
The maintenance services include:

* **Bug Fixes:** Resolution of software defects that impede functionality.
* **Updates and Upgrades:** Provision of minor updates and major upgrades to improve functionality or compatibility.
* **Technical Support:** Assistance via email, phone, or ticketing system during business hours.
* **Performance Optimization Consultation:** Guidance on enhancing software efficiency and reliability during scheduled Account Management (AM) calls.

1.2 **Excluded Services**
The following are outside the scope of this plan:

* Custom development or feature requests.
* Support for issues caused by third-party integrations or modifications.
* Backup services, except as outlined in Section 2.4.
* Hardware-related issues.

**2. Service Levels**

2.1 **Response Times**
Oneir and Vigilant Business Software will strive to adhere to the following response times based on issue severity:

* **Critical Issues:** Response within 4 business hours.
* **High Priority Issues:** Response within 1 business day.
* **Medium Priority Issues:** Response within 2 business days.
* **Low Priority Issues:** Response within 3-5 business days.

2.2 **Emergency After-Hours Support**
Emergency support is available after business hours and during weekends for critical issues only. Additional fees may apply, and response times are not guaranteed.

2.3 **Resolution Time**
Resolution times vary based on issue complexity and are not guaranteed. Regular updates will be provided.

2.4 **Backup Services**

* **Regular Oneir and Vigilant Business Software Clients:** Oneir and Vigilant Business Software creates daily backup files for the main companies and parts of the operating system settings. These files are retained for 5 to 60 days, depending on Linux hard drive availability. Clients are responsible for setting up an external device for Oneir and Vigilant Business Software to upload these daily backup files. Additionally, clients must monitor the daily upload process to ensure its continuity.
* **Vigilant Lite Cloud Clients:** For cloud clients, Vigilant backs up the virtual machine (VM) image nightly, retaining backups for 7 calendar days. A weekly VM backup is performed every Sunday, retained for 7 weeks. External upload functionality is not available for cloud backups.

**3. Customer Responsibilities**

3.1 **Access and Cooperation**
Customers must provide:

* Uninterrupted access to relevant systems.
* Clear and detailed issue reports.
* Prompt responses to inquiries.
* Remote access to their server or relevant infrastructure to facilitate troubleshooting and support.

3.2 **Environment Requirements**
Customers are responsible for ensuring:

* Proper hardware and network infrastructure.
* No unauthorized alterations to the software.

**4. Fees and Payment**

4.1 **Subscription Model**
Maintenance services are provided on a subscription basis, billed annually or monthly as agreed.

4.2 **Payment Terms**
Payments are due within 60 days of invoice issuance. Late payments may incur a penalty.

4.3 **Annual Price Adjustments**
The subscription fees are subject to a yearly increase of up to 5%, effective at the start of each renewal period. Customers will be notified of the updated pricing at least 60 days prior to the renewal date.

**5. Term and Termination**

5.1 **Effective Period**
This plan is effective from the date of subscription and continues until terminated by either party.

5.2 **Termination Conditions**
The agreement may be terminated:

* By either party with 60 days’ written notice.
* Immediately by Oneir and Vigilant Business Software if the customer breaches the terms.

**6. Liability and Warranty**

6.1 **Limitation of Liability**
Oneir and Vigilant Business Software is not liable for:

* Indirect, incidental, or consequential damages.
* Losses due to customer’s non-compliance with guidelines.

6.2 **Warranty Disclaimer**
Maintenance services are provided “as-is” without any warranties beyond those expressly stated.

**7. Confidentiality**

Both parties agree to maintain the confidentiality of proprietary information shared during the maintenance process.

**8. Dispute Resolution**

Disputes will be resolved through:

* Negotiation between the parties.
* If unresolved, arbitration under applicable laws.

**9. Amendments and Updates**

Oneir and Vigilant Business Software reserves the right to amend the terms of this plan with prior notice. Customers may terminate the agreement if they do not accept the changes.

**10. Governing Law**

This agreement is governed by the laws of [Specify Jurisdiction].

By subscribing to this plan, the customer acknowledges and agrees to the terms outlined above. This document serves as the complete agreement between Oneir and Vigilant Business Software and the customer regarding maintenance services.

**Contact Information:**
For support, please contact us at support@oneir.com