

Support Terms & Conditions

All of the associated support work will be carried out under the following terms. This Support Contract contains the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to any optimate.me support agreements.

a. What is a Case?

When an issue arises within your **CRM** that you feel you need help with you are able to raise a case within the confines of your selected support agreement (Bronze, Silver or Gold support) with optimate.me. This provides access to an experienced support team that has access to your instance of the **CRM** to deal with issues and requests such as:

- Managing the **CRM** issues on your behalf
- New users, password resets and security changes
- Basic configuration/customisation changes
- Basic Workflow
- Customised Reports
- Customised Dashboards
- General advice (practical and strategic)
- Data loading and issues (e.g., loading target lists)

Note that: i) a Case cannot be raised to complete any major new changes to your CRM system and that a "Fair Use Policy" applies; ii) Case limits: Bronze Support Contract limited to 2 hours per month, Silver Support Contract limited to 4 hours per month, Gold Support Contract limited to 8 hours per month. Note that this will be calculated on a Quarterly basis. iii) third party costs are excluded and will be billed separately; iv) code-level development and changes are excluded.

b. Price & Payment Terms

The duration of the Support Contract is 12 months from the agreed start date unless otherwise agreed. You will be invoiced quarterly in advance within this 12-month period by optimate.me. The invoice will reflect the cost of your support agreement (Bronze, Silver or Gold support) with optimate.me. Details of any completed work can be provided on request.

- If you exceed your support contracts allocated hours, an hourly rate will be charged as follows :
 - Bronze - \$160 per hour + GST
 - Silver - \$150 per hour + GST
 - Gold - \$140 per hour + GST
- Any hours that exceed your support contract will be invoiced on a quarterly basis.
- If there are any unused hours remaining in your support contract, these can be carried over to the next quarter, but must be used within the period of your support contract, i.e. these will not be carried over at the time of your contract renewal.
- Any client not on a support contract will be charged at optimate.me's agreed rate time and materials (ARTM) hourly rate of \$195 per hour + GST.

c. Term and Termination

Either party may terminate this Support Contract by giving written notice to the other party, at least 30 days prior to the then-current contract termination date. In the event that written notice is not given, the Support Contract will roll over on a quarterly basis.

d. Limitation of Liability

To the extent that we are able to do so, we limit our liability for a breach of any condition or warranty, at our option, to replacing or repairing goods or providing the services again.

e. Consequential Damages

Our liability (whether in contract, tort - including negligence - under statute, or otherwise) will not extend to any of your lost staff time, any loss of profit, savings, revenue, interest or goodwill, or for loss of, or loss of use of, any software or data, computer or other equipment or plant, or for losses or liabilities in relation to any third party or for any failure or delay caused by events beyond our reasonable control, including, without limitation, your failure to furnish necessary information, transportation delays, communication or equipment failures or labour disputes or for any consequential, indirect, incidental or special loss, even if we have been advised of the possibility of such loss and even if such loss is caused by our negligence or that of our agents or contractors. In all other circumstances, our liability (whether in contract, tort (including negligence), under statute, or otherwise), for any and all claims arising under or in connection with this Support Contract will not in the aggregate exceed the fees received by us as at the date on which the event which gave rise to the action first occurred.

f. Dispute Resolution

The parties agree that if there is a dispute they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and then, if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation.