

AdvaTel Omni Intelligence Support Agreement Terms and Conditions

The following terms and conditions together with the attached AdvaTel Omni Intelligence Support Schedule constitute the Support Agreement between Vertology Pty Ltd trading as AdvaTel and the Customer whose name, address and particulars are detailed in the AdvaTel Omni Intelligence Support Schedule.

Service Obligations

1. This agreement includes:
 - a) Telephone Support - this agreement allows you to have priority access to AdvaTel's helpdesk for telephone assistance please call on +61 3 8695 8695. The helpdesk is available to answer your technical queries between the hours of 9.00am and 5.00pm Monday to Friday, Eastern Standard Time (or Eastern Daylight Time during periods of daylight savings) excluding public holidays applicable to Melbourne. Teleconferences involving helpdesk personnel may be arranged, but must be organised in advance with one of the technical support staff.

NB. To ensure that your query is resolved quickly and efficiently AdvaTel recommends that the person who contacts the helpdesk is well acquainted with the issue requiring assistance, and has a degree of technical understanding of Omni Intelligence system.
 - b) Email Support – support questions for Omni Intelligence can be emailed to OI.Support@advatel.com.au for resolution.
 - c) Software Upgrades – Under this agreement clients may qualify for discounts on software upgrades.
2. AdvaTel provides technical assistance to its clients in support request receipt order on a first in first out basis. In special circumstances AdvaTel may re-prioritise service order at its sole discretion.
3. This agreement does not include:
 - a) On site support;
 - b) After hours services;
 - c) Preparation or maintenance of hardware;
 - d) Software installation or design services.

Customer Responsibilities

4. The Customer shall be solely responsible for backing up software, configuration, and other data for Omni Intelligence and agrees that AdvaTel is not responsible for backups.

5. In the event that the Customer fails to follow an AdvaTel recommendation for the fault resolution of an issue, the Customer may lose priority status and subsequent work on the issue may be subject to additional charge.

Term and Termination

6. The term of this Agreement shall be for one year unless otherwise specified in the AdvaTel Omni Intelligence Support Schedule.
7. Unless terminated by either party on or before the end of the original or of each successive term this Agreement shall be offered for renewal for a further one year term at the expiration of an existing term.
8. This agreement may be terminated by either party by giving the other 90 days written notice. Support Charges are not refundable during the initial term. A pro-rata refund of Support Charges for the unexpired period of a subsequent term is to be kept by AdvaTel in credit for any future purchases made by the client.
9. AdvaTel may terminate this agreement forthwith in the event that the Customer fails to make payment, or fails to perform or observe its obligations under this agreement.

Charges

10. Support Charges are to be paid annually in advance.
11. The Support Charges are set out in the AdvaTel Omni Intelligence Support Schedule.
12. After the first year, Support Charges may be amended by AdvaTel from time to time.
13. If your maintenance has lapsed and is Thirty (30) Days or more past the expiration date, AdvaTel reserves the right to charge a Maintenance Reactivation Fee of USD\$250 to reactivate and renew. It should also be noted that a NON-COVERAGE period of Thirty (30) Days will be enforced from the reactivation date and if maintenance is required during this period, standard hourly charges will be applied.

Liability & Indemnity

14. AdvaTel will not be liable for any loss, costs, injury, harm or damage suffered or incurred by the customer or any other person, arising out of or in connection with the performance, or any delay or failure in performance by AdvaTel of its obligations under this Agreement.
15. Customer indemnifies AdvaTel against all liabilities losses and expenses suffered or incurred by AdvaTel arising from claims or demands by the customer or any other person at any time in connection with the provision by AdvaTel of support service.

16. To the extent lawfully permitted all statutory warranties are excluded from this agreement and where a statutory warranty may not lawfully be excluded the liability of AdvaTel for a breach of that statutory warranty where permissible is limited to AdvaTel at its absolute discretion resupplying the support service at no charge to the customer.

Miscellaneous

17. If any clause of this agreement is void, voidable, unenforceable or illegal then remainder of this agreement remains in force and has full effect.
18. The waiver by one party of a breach of a term of this agreement does not operate as a waiver of the breach of another term or continuing breach of the same term of the agreement by the other party.
19. Each party may assign its rights and obligations under this agreement to a third party subject to the written consent of the other party.
20. Where a party is unable to carry out any obligation under this agreement due to causes not reasonably within its control that obligation is suspended during the continuance thereof. However, an obligation to pay money is never excused by this clause.
21. This agreement is governed by the laws applicable to the state of Victoria, Australia.
22. In the event of a dispute arising from this agreement, the matter shall be referred to an independent arbitrator appointed by the president of the Law Institute of Victoria whose decision shall be final and binding on both parties.
23. Amendments to this agreement shall be invalid unless they are in writing and signed by both parties.
24. Notices are to be in writing and must be served at the address shown in the schedule or at such other addresses as advised in writing.
25. This agreement supersedes and excludes all prior discussions, representations and arrangements between the parties and is the entire agreement between AdvaTel and the Customer with respect to the provision of support services.