STANDARD TERMS AND CONDITIONS CRM

This contract is governed by the laws of NSW, Australia. The operation of the postal acceptance rule is expressly excluded. The terms and conditions contained on this document supersede any previous terms and conditions.

1. Hourly-Rate Work

Unless specified otherwise in writing, the Client authorises Innovent to undertake work on an hourly-rate basis. Innovent may provide an estimated time to complete this work. Such estimates are not binding and all hours designated as performed will be charged at the rates set out or otherwise agreed. Innovent reserves the right to not provide estimates for work regarded by Innovent to be less than 10 billable hours. The minimum time chargeable for on-site work is 4 (four) hours per person per visit. The minimum time chargeable for off-site work is 30 (thirty) minutes per person per request during business hours and/or 2 (two) hours per person per request outside of business hours.

2. Pre-Paid Work

Innovent may offer a pre-paid rate where time is pre-paid in blocks of 20 hours. Pre-paid rates become effective upon the day of payment. Rates revert to standard if pre-payment is not made prior to work commencing, or not so made for second or subsequent prepaid invoices in respect of work post the previously prepaid work. We recommend that you process payment within 24 hours of receiving a new invoice to ensure that the prepaid discount is maintained. Unused prepaid credit expires 12 months from the date of issue of the invoice. No refund will be made for unused prepaid credit.

3. Fixed Price Work

Innovent may agree to perform certain work for a fixed price in accordance with an agreed specification and/or release plan/s. In this event, the specification and/or release plan/s are fixed. Any additional or unspecified work will be invoiced to the Client's account. A forty percent payment of any fixed-price component is required prior to commencement of work and forty percent payment is required upon delivery of the software for User Acceptance Testing unless otherwise mutually agreed. The final twenty percent payment is required prior to the Release entering Production OR work commencing on any other release OR the elapse of 30 days after commencing User Acceptance Testing.

Innovent will only conduct fixed-price work in a Development and/or Staging environment. The Client forfeits any incomplete or unfinished work the moment the Release enters Production. No warranty applies 90 days after the Release enters Production.

The following are excluded from any fixed price agreement: on-site work (including on-site meetings), specification development/scoping (including the generation of further estimates), production deployment, 3rd party component integration or configuration, data migration, network infrastructure or hardware services, graphic design including mock-ups. Innovent conducts all development and testing in an environment with a standard configuration.

4. Requests for Work

Work requested by the Client (including employees or representatives of the Client), in written, electronic, or verbal form, is authorised by the Client. The Client may choose to work through a "Company Project Manager." If so, the Client must inform Innovent of this decision in writing. Subsequent to this advice the Company Project Manager has sole authority to request billable work.

5. Deadlines

Innovent may choose to estimate the completion date of a project. While we will endeavour to meet all deadlines, we do not offer any guarantees, and Innovent is not liable for losses suffered due to a project being completed after the estimated completion date.

6. Testing

The Client is responsible to ensure the software has been tested. Prior to a version being submitted to the client, the Innovent developers may:

a. Perform automated unit testing
b. Perform System Testing
c. Perform Integration Testing

After Innovent notifies the Client by email, the Client will promptly conduct User Acceptance Testing. The Client will test the specified component/release for bugs, sending all feedback within five business days. Innovent is not required to commence development on a future release if any current release is not approved by the Client.

7. Training & Documentation

Training is charged in half day or full day sessions. Documentation, if required, is at additional cost. If documentation has not been specifically estimated or quoted, it will not be supplied. All custom documentation, including additions, deletions, and amendments is invoiced to the Client's account.

8. Support

Reproducing issues can be difficult. The client warrants that before reporting any issues, the client will consult with their internal or external IT service provider to eliminate any hardware and network issues.

CRM systems and software will be supported either under an hourly rate, Service Level Agreement or on a per Issue basis. Innovent will only support web applications accessed using the most recent browser version (at the time support is provided).

9. Cancellations by the Client

If any hourly-rate job is cancelled by the Client after commencement, Innovent will charge for all hours up to that point in time. If an hourly-rate job is cancelled by the Client, any pre-paid work not fully completed will not be refunded; however the remaining balance will be credited to the Client's account for future utilisation. If any fixed price job is cancelled by the Client, Innovent will retain the initial thirty percent of pre-paid value. Any further hours completed will be charged to the Client as a proportion of the quoted price based on hours completed to that point in time.

10. Cancellations by Innovent

Innovent reserves the right to terminate any previously agreed project specification for fixed price work without prior notice. Innovent will charge on a pro-rata basis for any work completed. Innovent reserves the right to terminate any previously purchased pre-paid work blocks without prior notice. In this case, the Client will be refunded for hours not completed as a proportion of the pre-paid blocks purchase value. Innovent reserves the right to terminate any ongoing service contract including, but not limited to hosting and database updates, with fourteen days notice. In this case, any paid unexecuted services will be refunded as proportion of the charged price based on percentage of specified project completed.

11. Limited Liability

In no event shall Innovent or its suppliers be liable for any accidental, consequential, incidental or indirect damages of any kind (including without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or of the inability to use the CRM system or software. In no event shall Innovent's liability for any claims whether in contract, tort or other theory of liability exceed the purchase price of the subject products or services, unless such limitation of liability is otherwise prohibited by law.

12. Copyright

The intellectual property rights, copyright and company trade secrets of Innovent (established July 2002) vested in all software products, upgrades, dual-media software, hard-copy or electronic manuals and documentation are vested in Innovent, which reserves the right to use the software or material, or any part of it in other applications and for its own use.

13. Warranty

No warranty applies to work done on an hourly basis, this includes bug fixing. Innovent and its suppliers disclaim all other warranties, either express or implied, including, but not limited to implied warranties or merchantability and fitness for a particular purpose, with regard to the software, the accompanying written materials, and any accompanying hardware.

A limited 90 day warranty begins upon delivery of any fixed price component or Release in Production. A CRM system or software issue within the fixed price component or Release is covered by the warranty where:

   a. The application crashes to code (excluding bugs resulting from third party code or libraries); or
   b. The application displays data inconsistent with the specified business rules; or
   c. The application is missing functionality specified in the specification; or
   d. The page design/layout is substantially inconsistent with the agreed mock-ups

All CRM system or software issues shall be presumed to fall outside the warranty unless proven by the client otherwise. The performing of work by Innovent within any warranty period cannot be construed as an admission by Innovent that the work is work performed pursuant to a warranty.

14. CRM System and Development Work Credit
In the event Innovent performs CRM customisation or development services, the Client acknowledges and will ensure that: (a) Innovent receives a permanent credit on the User Interface or Web Site (including, without limitation, any alteration, modification or subsequent use of the Site) which acknowledges Innovent as the developer of the Software or Web Site; Unless otherwise agreed in writing credit shall be "**Developed by Innovent Business Solutions**" in a suitable position of the User Interface or each page of the Site.

   a. This text will provide a permanent link to www.innoventsoftware.com.au;
   b. Innovent may claim credit in its own promotional material for the development; and
   c. the Client will remove the credit within 24 hours of receiving a notice from Innovent to do so.

In the event Innovent performs web or other software development services, Innovent reserves the right to develop and publish a case study on the work performed.

15. Software Licence and Source Code
The Client is granted a non-exclusive, transferable, perpetual Australian right and license to use, deploy and modify the software within the Client's group of companies for the Client's own internal purposes. Innovent reserves the right to use generic code from the Client's project in future projects. Some projects contain Innovent Framework code that is common to other projects. Innovent will provide the Client with the project source code at the completion of development, royalty free.

16. Expenses
When requested by the Client or where the work so requires Innovent employees or agents may travel to locations which it considers safe and within a reasonable travel time. Time spent travelling within the Sydney Metropolitan is billable at the standard rate where fewer than 8 hours per person per day are billed to the Client while on-site at any location. Where travel is undertaken outside the Sydney Metropolitan area all travel time is billable. Travel time is calculated as the time it takes to make a return trip between Innovent office and the respective location. Innovent reserves the right to refuse travel to any location for any reason. Where requested by the Client shall organize and pay for ordinary expenses including accommodation, airfare, and other transport. Airfares must be fully flexible and with Jetstar/Virgin where available. Accommodation shall be charged at AUD$150 + GST per person per night if not booked and paid for by the client. A per diem of AUD$60 + GST per person per day is chargeable for meals if reasonable provision is not made by the Client. The Sydney Metropolitan area is defined by the council areas in the Sydney Inner (SI) and Sydney Outer (SO) regions listed by the local government.

17. Uninvited Solicitation
Direct or uninvited solicitation of an Innovent employee by the Client is prohibited unless authorised in writing by Innovent. The Client warrants that should the Client solicit the employee, thereby breaching the prohibition, the Client will pay damages to Innovent of an amount proportionate to 30% +GST of the total remuneration package offered to the employee plus liquidated damages of 4 (four) week's pay +GST of the total remuneration package.

18. Credit Terms
Innovent reserves to the right to refuse or withdraw credit for any reason. In the event of credit being refused Innovent may agree to conduct work on a prepaid basis. If credit is offered the Client agrees to keep within terms of 14 days and limit of AUD$20,000 (including GST). The Client agrees that Innovent can stop work if either of these are exceeded. Innovent reserves the right to take legal action to recover debt and/or withhold project deliverables are paid in full. Client has 7 (seven) days from date of receipt of an invoice to query invoice or timesheet. The Client abrogates any right of reply after this time.

19. Interest
Innovent reserves the right to charge interest on all overdue accounts (including fees and disbursements) at a rate of 10% per annum compounded daily. Overdue accounts are deemed to be those accounts that remain unpaid after 7 days from the date of invoice for services or products provided by Innovent.

20. Credit Card Details
Innovent retains the right to store credit card details securely on file.

21. Equipment
Innovent is not liable for any equipment failures be it equipment owned by Innovent or equipment on the Client site.

22. Viruses
While Innovent endeavours to have all its hardware virus-free, the Client is expected to have current virus protection, and Innovent is not liable for any accidental infection of the Client's hardware.

23. Goods and Services Tax ("GST")
All prices quoted whether on an hourly basis or a fixed price basis are exclusive of GST unless otherwise stated. In addition to the amounts quoted the Client must pay GST on those amounts (if applicable). This will increase the quoted price by 10%. GST is payable by you at the same time as the Client pays the Innovent invoice.

24. Services of all Notices
Services of all notices shall be sufficient if delivered or sent by any form of email (preferred), facsimile, or post (standard, certified or registered) to either party's business address.

25. Severability
Each of the above clauses is severable and is enforceable separately. If one or more clauses are deemed unenforceable, this does not affect the validity of the rest of the contract.

26. Business Hours
Innovent Business Hours are Monday through Friday, 0830 - 1800 AEST not including Federal/NSW public holidays

Agreement
I authorise the above and I have read and agree to Innovent Terms and Conditions. This agreement shall become effective upon acceptance and can be terminated with 1 month notice, in writing by either party. This contract is governed by the laws of NSW, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales Australia. The operation of the postal acceptance rule is expressly excluded.