

Terms and Conditions

The work described in this document will be carried out under the following terms. This document contains the entire understanding between the parties and supersedes all prior agreements, arrangements, and communications, whether oral or written, with respect to its subject matter.

Price & Payment Terms

- 30% invoiced on Order.
- The remainder of the hours to be billed on a monthly time and materials basis for the Project.
- The invoices will detail all hours worked on the Project.
- The standard rate is the agreed price per hour.
- All prices quoted are exclusive of GST.
- No licences are included in this proposal.

The above amounts do not include any work other than as described in this document.

Additional Work

This is a time and materials assignment. Optimate.me (NZ) Ltd (**We**) will only be obliged to perform other work if we agree to do so in writing. Additional work will be charged at our current daily/hourly rate, per resource (or a pro rata sum for any part day) and will be payable on the 20th of the following month of us giving you an invoice for that work.

Travel & Accommodation

All reasonable travel and/or accommodation costs (including taxi fares) and any other project expenses incurred on the Customer's behalf will be billed separately to the Customer. All expense invoices are payable within 7 days and receipts are available on request.

Third Party Requirements

Any third-party technology (hardware or software) which we require to provide the services to you (other than our own tools and equipment) are not included and it is your responsibility to provide that technology. Optimate.me is capable of organizing third party services to support your engagement (e.g. training room hire, laptop hire etc.). Optimate.me will add a 10% administration fee to the cost of the product or service should these additional services be utilised.

Support

Optimate.me provide a range of support contracts and free email only support is also available from SugarCRM. In the event that support is required on an ad-hoc basis then this will be charged at our current daily/hourly rate.

Warranty

We warrant to you that we will perform the services with due care and skill and that all deliverables provided to you under this agreement will comply in all material respects with any specifications or description set out in this document for a period of one year after go-live (unless you agree otherwise). If we breach any of these warranties then, without any additional charge to you and as your sole remedy, we will, at our option, replace or repair the goods or provide the services again.

Ownership of deliverables

Each party retains ownership over any intellectual property owned by that party and nothing in this agreement acts to assign to the other party any title in its intellectual property. You are permitted to use the deliverables we provide to you under this agreement for your own internal business purposes, without having to pay us any royalties. This right is non-transferable.

AUCKLAND

Unit 3, 31 Northcroft St, Corner of Huron and
Auburn St, Takapuna, Auckland 0622

0800 555 488
sales@optimate.me

Terms and Termination

Either party may terminate this agreement by giving written notice to the other party, if that other party breaches any obligation under this agreement and the breaching party has not remedied the breach within 60 days after receipt of that notice. If this agreement is terminated, then in addition to any other rights we have at law, we will be entitled to payment from you for the services we have provided to you up to the date of termination. If the services are not being provided on a time and materials basis then the amount payable will be calculated at our current standard rates per working day, per resource, plus expenses.

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.

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 labor 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 agreement 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.

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.

Additional Information

Contact: Tom Risbrook
tom@optimize.me
optimize.me New Zealand
P: 0800 555488
F: +64 21 502995

AUCKLAND

Unit 3, 31 Northcroft St, Corner of Huron and
Auburn St, Takapuna, Auckland 0622

0800 555 488
sales@optimize.me