

## **“EVOLUTION SUITE” SUBSCRIPTION SUPPORT SERVICES**

**Dated: 05/10/2011**

1. As part of a Subscription Bizprac will, during the Subscription Period provide Support Services strictly as detailed hereunder.
2. The following matters are Support Services:
  - 2.1 assistance with queries concerning the setting up and configuration of the Software on the supported hardware;
  - 2.2 assistance with queries concerning the use and operation of the Software;
  - 2.3 assistance in identifying and resolving problems with the use or operation of the Software.
3. The following matters are not Support Services:
  - 3.1 assistance with any matter or query that is hardware or network specific;
  - 3.2 assistance with any matter or query that relates to incorrect data entry and or data corruption due to hardware setup and maintenance of hardware connections between machines on a local area network or server setup;
  - 3.3 Training in relation to the use of the Software;
  - 3.4 assistance with any problems with the Software or its use to the extent caused by: (a) software or hardware not provided by Bizprac (b) modifications that You or others make to the Software; (c) unauthorized or improper use of the Software; (d) earlier versions of the Software that are not currently supported by Bizprac; or (e) use of the software on operating systems not supported by Bizprac;
  - 3.5 assistance to rectify problems arising out of or connected with the set up and configuration of the Software on the supported hardware by a NON Bizprac licensed Agent;

- 3.6 assistance to rectify ANY issues that may arise where You do not follow Bizprac's recommended hardware requirements.
  - 3.7 assistance to rectify ANY issues that may arise where You do not follow Bizprac's recommendations to complete and retain data back-ups on a daily basis to a suitable data storage device.
  - 3.8 At ALL times where a NON Bizprac licensed Agent has been used by You in connection with the Software, any support required to get the Software and data back to a useable position for You. Where Bizprac does provide any such services they will be provided at a do-and-charge basis at the recommended rates and charges as set by the Bizprac at time of the support being provided.
4. In respect of Support Services:
- 4.1 Bizprac will use commercially reasonable efforts to provide the Support Services during business hours Monday to Friday Queensland Eastern Standard time by:
    - 4.1.1 Telephone: 07 3875 2875;
    - 4.1.2 Fax: 07 3875 1177;
    - 4.1.3 Email: support@bizprac.com;
    - 4.1.4 Web site: www.bizprac.com;
  - 4.2 Bizprac reserves the right to charge You for any and all support requests that Bizprac and/or its authorized agents deem to be excessive or a misuse of the Support Services provided to you as part of Your Subscription. Bizprac will be the sole judge of what is deemed an excessive or a misuse of the Support Services, and any and all associated charges and fees. Without limiting the generality of the foregoing any queries by You which Bizprac and its authorized servants or agents spend more than 10 minutes

dealing with are deemed to be training in relation to the use of the Software and, as such, are NOT Support Services.

- 4.3 Bizprac reserves the right to charge You at Bizprac's then current rates for any services provided by Bizprac to address any of the matters which are not Support Services;
- 4.4 The Subscription also provides access during business hours by telephone and log-in support by an external Bizprac licensed Agent where such an agent is available and has been allocated to You ;
- 4.5 Any non-business hours support will be provided by Bizprac licensed Agent but on terms negotiated and agreed between the Agent and You.
- 4.6 Where a Bizprac licensed Agent has set up and configured the Software on the supported hardware pursuant to an engagement by You and Bizprac in its absolute discretion considers that the set up and configuration is NOT to recommendations and or where Bizprac in its absolute discretion considers that data corruptions or problems have been caused by the said Agent Bizprac will, without prejudice to its rights and obligations under the terms of its Subscription & License & Support Agreement, make reasonable efforts to provide the necessary support to rectify the problem.

## **BIZPRAC'S RECOMMENDED MINIMUM HARDWARE AND INSTALLATION REQUIREMENTS**

It is RECOMMENDED but not compulsory that an installation and start up training fee be included in the original Subscription License and Support purchase.

It is further RECOMMENDED that ALL installations of Software be carried out by a Bizprac Licensed Agent where available or by Bizprac Head Office support staff log-in Queensland Business hours only with Your IT professional being on site at licensee's office to assist with any hardware requirements and configurations at time of installation.

To obtain advice on recommended hardware, configurations and installation requirements for each type of Bizprac Software system contact Bizprac Head Office on (07) 3875 2875 during business hours Monday to Friday Queensland Eastern Standard Time.