

## INNER RANGE PREMIUM SOFTWARE ASSURANCE AGREEMENT

### PARTIES

This Agreement made this day \_\_\_\_\_ between **Inner Range Pty Ltd** (or their assigns) hereafter referred to as "*Inner Range*".

And \_\_\_\_\_ hereinafter referred to as "*the End User*".  
The Software Product Key(s) in the Inner Range key point database to which this Agreement applies

\_\_\_\_\_ hereinafter referred to as "*the Software*".  
The End User's nominated Installer for the purposes of this agreement:

\_\_\_\_\_ The nominated installer should be the primary installation company as currently listed in the Inner Range Keypoint database.

### TERM

The term of this agreement is for twelve (12) calendar months from the date of the first activation of the Software or the date of the most recently purchased software upgrade whichever is the later and can be renewed for further terms of twelve months duration until terminated by either party or allowed to lapse.

### PREVIOUS TERMS AND CONDITIONS

This contract supersedes all previous support contracts between Inner Range and the User with respect to the Software.

### DECLARATION OF INTENT

- I. Inner Range will provide software updates for Inner Range Integriti / Infiniti software products to the User for The Site, on the agreed terms for the agreed fees to be paid yearly in advance or as otherwise agreed between the parties.
- II. Inner Range will provide support for Inner Range Integriti / Infiniti software products to the User for The Site, on the agreed terms for the agreed support fees to be paid yearly in advance or as otherwise agreed between the parties.

### DEFINITIONS

- I. **Support Enquiries** – where the End User requires assistance, advice or instruction from Inner Range for day to day software related issues that have not caused and are not likely to cause critical disruption to the operation of the User's Software or installation.
- II. **Support Incidents** – where the User's System has a major dysfunction involving the Users hardware, data or Inner Range software that has caused the system to become completely or substantially inoperable such that it is unable to perform critical functions, services or operations. System wide hardware support is available to the end users nominated installer via the normal Inner Range technician support system.
- III. **The Site** - The physical location of the access/security system that the software is being used to administer or control and or the location of the server hosting the software.

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### INNER RANGE PTY LTD

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Facsimilie: +61 3 9753 3499  
Web: [www.innerrange.com](http://www.innerrange.com)

- IV. **The Software** – Inner Range Integriti /Infiniti Software and all related software module licences that the End User has purchased on the site product Key.
- V. **The User** - The End User or their nominated Installer
- VI. **The EULA** – The Integriti / Infiniti End user Licence Agreement as published on the Inner Range Web Site and in the Inner Range Software Application and as amended from time to time.
- VII. **Inner Range Web Site** – [www.innerrange.com](http://www.innerrange.com) or whatever site that Inner Range deems to be its main support web site.

## **SUPPORT SERVICE**

- I. **Support Enquiries** - The User or the nominated installer will notify Inner Range by logging a support incident with the Inner Range support department by phone or email. Inner Range will log the support enquiry and issue a case ticket number and respond to the support issue by phone or by return, email as soon as possible but normally within 24 hours.
- II. **Support Incidents** – The End User or the nominated installer will notify Inner Range of the incident by phone or e-mail. If Inner Range support personnel are unavailable the caller will follow instructions on the Inner Range telephony system and leave an urgent support message. Inner Range will log the support incident and issue a case reference number and respond to the support incident by phone or by email as soon as possible but under normal circumstances within two hours of receiving the call. If outside of normal business hours for Melbourne Australia Inner Range on call technicians will carry out the minimal amount of work required to get the User's software functions back into service. Further work required to bring the system back to a state of normal operation will be performed during normal business hours for Melbourne Australia.

## **USER'S ENTITLEMENTS AND BENEFITS**

This support agreement entitles the End User to receive:

- I. All updates for the current versions of the software released during the term of this agreement.
- II. All updates for the following major version of the software.
- III. Privileged login access to the Inner Range website.
- IV. Priority technical support phone number and email address

## **USER'S OBLIGATIONS**

- I. Prior to commencement of this agreement the user must have their system upgraded to the latest release of the Software and settle any outstanding fees relating to the cost of upgrade of the Software to the latest release. This must be completed to qualify for any of the entitlements and benefits under this agreement.
- II. The user undertakes to abide by the all of the terms of the Inner Range EULA and acknowledges that it is the Users responsibility to review the content of the EULA periodically and in particular whenever a new version of the software is installed or whenever this agreement is renewed.

- III. The User should ensure that regular back-ups of the Inner Range software database are kept. Copies of the back-ups should ideally be stored both on and off the site and should be readily available when making a support request.
- IV. Before requesting any support the User must apply the latest update available from the Inner Range website for the Version of the software that is being used.
- V. If for unforeseen reasons Inner Range has not responded to a support request in the expected time allowed for a particular level of support, it will be the User's responsibility to make every reasonable effort and continue to try to make contact with the Inner Range support team by all available means.
- VI. Any planned maintenance, upgrade, relocation or reconfiguration of the software or of the hardware on which the software resides that requires or may require support from Inner Range must be prearranged at a time that is mutually agreed upon between Inner Range and the User. Such work may fall outside the scope of this agreement and be chargeable.
- VII. The User shall have reliable broadband access to the internet available on any computer running the software capable of allowing Inner Range technicians to connect and remotely logon to take control of the computer's console for the purpose of remote online support.

### **INNER RANGE'S OBLIGATIONS**

- I. Inner Range will have competent support personnel available to respond to both support enquiries and incident requests as contracted.
- II. Inner Range will have a support phone /fax number and email address available at all times however Inner Range shall not be responsible for any telecommunications failures or systems failures beyond its control.
- III. Inner Range will endeavour to provide timely response in all situations; however support should always be provided within the following maximum response lead times:
  - a. Support Enquires: 24 hours
  - b. Support Incidents: 2 hours with a maximum of 4 hours
  - c. 24 Hours Support: 2 hours with a maximum of 4 hours
- IV. On establishment of a support incident, Inner Range will enter the details into the support database. This will automatically generate a support case ticket number and e-mail it to the user. Inner Range will retain a record of support calls and outcomes and a copy of this record will be available to the User on request.
- V. Inner Range may from time to time as required connect to the User's Integriti / Infiniti servers and Workstations. This connection will be made via the Internet using remote support software designated by Inner Range ie. TeamViewer. The connection is effected with a pin number and a password which is unique to each session. Connections use encryption and can only be effected with the permission of the User who can also terminate them at any time.
- VI. New software version releases and updates will be available for download from the Inner Range website
- VII. Inner Range will supply support contact phone numbers to users. These are:
  - a. New Zealand +61 39780 4301
  - b. Australia +61 39780 4301
  - c. 24 Hour Support (only available to Users with an optional upgraded Assurance Agreement and for after-hours Support incidents only).

## **THIRD PARTY SOFTWARE OR EQUIPMENT**

Inner Range gives no undertaking whatsoever that third party software or equipment will function appropriately after applying new version releases or updates of either the Inner Range software or the third party software or equipment. Nor that any third party product will function the same as it did with previous versions, releases or updates of either the Inner Range software or the third party software or equipment. Work required to be undertaken by Inner Range to make new version releases or updates of either, the Inner Range software or the third party software or equipment, function appropriately or to make them compatible may be chargeable.

## **PRICING AND RENEWAL SCHEDULE**

- I. New software and upgrade purchases include twelve months of Standard Software Assurance when this document is completed and returned to [saa@innerrange.com](mailto:saa@innerrange.com)
- II. Please contact Inner Range if you require indicative pricing for an ongoing Standard Software Assurance agreement.
- III. The renewal of all agreements is maintained by an annual fee, which is calculated eight weeks prior to the expiration of an agreement. The price to maintain an agreement is calculated on the sites software licensing at the time of the renewal. An invoice will be sent to the registered end user contact or Primary Installation Company, depending on who was nominated in the Application section below or Keypoint site registration page.
- IV. When system integrators fail to settle the renewal invoice four weeks after the expiration of the agreement; Inner Range reserves the right to send the renewal invoice to the nominated end user.
- V. Software Assurance Upgrades - Sites may upgrade from Standard to Premium Software Agreements upon notification to Inner Range. The price for upgrading will be calculated on the remaining duration of the agreement. Once upgraded, agreement renewals will be calculated on the Premium Support Agreement pricing ongoing.

## **LIMITED WARRANTY, WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY**

- I. THE PRODUCT AND ANY SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. INNER RANGE DOES NOT WARRANT THAT THE SUPPORT SERVICE WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. INNER RANGE DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You. This warranty gives You specific legal rights. You may have other rights that vary from state to state.
- II. Limitation on Liability. EXCEPT AS REQUIRED BY LAW, IN NO EVENT WILL INNER RANGE BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, THE PRODUCT OR ANY SERVICES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), OR FOR LOSS OF OR CORRUPTION OF DATA, OR FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, IRRESPECTIVE OF WHETHER INNER RANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INNER RANGE'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE SUPPORT FEES RECEIVED BY INNER RANGE UNDER THIS AGREEMENT FOR THE PARTICULAR SERVICE(S) WHICH CAUSED THE DAMAGES. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

**TERMINATION**

- I. This agreement can be terminated by one month’s notice in writing by either party.
- II. If the agreement is terminated by Inner Range before the normal expiration date Inner Range will reimburse the User for the unused period of the agreement.
- III. If the agreement is terminated by the customer before the normal expiration date or if it is terminated due to any breach of obligation by the User then no reimbursement will be payable.
- IV. This agreement shall be terminated by the late or non-payment of the fees due or by the failure to renew the agreement.

I am the user nominated below and have read and understood the terms and conditions outlined in this document and the End User License Agreement.

**I agree**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed on behalf of Inner Range:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**APPLICATION**

Please nominate who will receive the agreement renewal for this site.

**SYSTEM INTEGRATOR                      END USER**

Please provide financier details for the nominated entity:

**COMPANY NAME:** \_\_\_\_\_

**STREET ADDRESS OR POSTAL ADDRESS:** \_\_\_\_\_

**SUBURB:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**POST CODE:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**CONTACT NAME & EMAIL ADDRESS:** \_\_\_\_\_

**ACCOUNTS EMAIL ADDRESS:** \_\_\_\_\_

**PURCHASE ORDER NUMBER:** \_\_\_\_\_

Provide details for the authorized individuals to contact Inner Range Support:

**NAME:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**POSITION:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CONTACT NUMBER:** \_\_\_\_\_