

accessit Library and Information Management

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Quotation: River Oaks Academy - two campus solution

Date: 10 May 2017

Reference: 20170510-BB1

Product/Service	Product Code	Qty	Unit Price US (\$)	Price US (\$)
Access-It Library Software Package Version 8 media and site licence	AIS8	1	\$1,500	\$1,500
Annual Licence Includes all updates, version releases, email technical support	LIC	1	\$350	\$350
Data Migration Conversion of one existing database to Access-It	DAT-MIG	1	\$500	\$500
Library Set-Up & 'Getting Started' Training (on-site, 1 day)	INS-TRAINING	0	\$800	\$0
Remote Getting Started Training programme ³ (8hr package)	TRS-REMOTE	1	\$350	\$350
Remote Installation (\$45 per hour)	INS-SETUP	3	\$45	\$135
Travel ¹ (Estimate only)	TRV	0	TBA	TBA
Additional Options - please select quantities as required				
Integration with external AdministrationSystem ² One-off fee to set up integration and synchronisation with an external Administration System, if it exists	INTBOR	1	\$195	\$195
SSO (Single Sign On) One-off fee to set up necessary security certificates and configuration for SSO within the organisation	INT-SSO	0	\$150	\$0
SIP2 licence (annual) For RFID and eBook integration support	ILIC-SIP2	0	\$53	\$0
Cloud hosting, if preferred One-off setup fee Externally hosted and managed cloud service (annual)	HST-SETUP HST	1 1	\$100 \$300	\$100 \$300

Total

\$3,430

¹ Travel expenses for on-site installation and training will be charged on a "fair and reasonable" basis

² Only applicable if external Administration System supports "SQL Views", or provides JDBC or ODBC connectivity

³ The full remote training programme needs to be completed within three months of installation.

Note: All prices are in US dollars and valid for four months from 10/05/2017 and exclusive of GST and any other local taxes if applicable.

TERMS AND CONDITIONS OF CONTRACT (REF: 20170510-BB1)

By placing an order with Access-It Software Ltd you are accepting these terms and conditions. If you do not accept these terms, you may not install, copy or otherwise use the goods supplied. Your existing statutory rights are not affected by these conditions.

1. Definitions

- 1.1 The "seller" means Access-It Software Ltd
- 1.2 The "buyer" means any person who accepts a quotation for goods by the seller or whose order for goods is accepted by the seller.
- 1.3 "goods" means any goods which the seller is to supply to the buyer, including hardware, software, software updates and upgrades.
- 1.4 "services" means any services which the seller is to supply to the buyer, including installation services, technical support services, helpdesk services, hosting and cloud based services and training services.
- 1.5 "conditions" means the terms and conditions set out herein and any special or additional conditions agreed in writing by the seller.
- 1.6 "media" means the carrier media on which the Software and the documentation are recorded or printed and delivered to the buyer.
- 1.7 "writing" includes by mail, facsimile transmission or email.

2. Conditions

- 2.1 These conditions apply to all contracts for sale of goods and services by the seller to the buyer and shall be deemed to supersede and exclude all other terms and conditions including any which the buyer may seek to apply under any purchase order, confirmation of order, or similar document.
- 2.2 No variation or addition to these terms and conditions shall be effective unless agreed in writing by a duly authorised officer of the seller.
- 2.3 No employee or agent of the seller is authorised to make any representations concerning goods and services on the seller's behalf unless such representations are confirmed in writing by the seller and any representations made without the written confirmation of the seller may not be relied upon in connection with any contract.
- 2.4 Until dispatch of goods and services by the seller of goods and services to the buyer or the buyer's acceptance in writing of any quotation of the seller (whichever shall first occur) no contract for the sale of goods and services shall arise.
- 2.5 The seller shall be at liberty to correct without any liability on the seller's part and without prior notification any error or omission in any sales literature, price list, acceptance of offer, quotation, invoice, or other document issued by the seller.
- 2.6 By agreeing to the purchase of the software, the buyer is bound by the annual licence commitment for the continued use of the software.
- 2.7 On the buyer accepting delivery of the goods and services such acceptance shall be deemed as acceptance of these conditions.

3. Prices

- 3.1 The price for the goods and services shall be that on the seller's current price list unless otherwise agreed in writing by the seller.
- 3.2 All prices are exclusive of any local taxes that may apply, and which shall be paid in addition.

4. Terms of Payment

- 4.1 The buyer shall make payment in full within 21 days of the date of the invoice(s). Where any goods and services additional to those set out in the quotation are provided at the request of the buyer, the buyer shall also pay Access-It Software Ltd within 21 days of the date of the invoice(s).
- 4.2 Any sum payable which is not paid within 7 days after the due date will, at the sole discretion of the seller, (without prejudice to the seller's other rights and remedies) incur an interest charge on such sums on a day to day basis (as well as before any judgement) from the due date to the date of actual payment (both dates inclusive) at the rate not more than 2% per month. The buyer on demand shall pay such interest.
- 4.3 All invoices shall be deemed to be correct and approved by the buyer unless either a manifest clerical error has been made or the buyer sends a notice making a bona fide complaint on any aspect of an invoice within 2 weeks of the invoice date specifying in what way the invoice is inconsistent with the goods and services supplied.
- 4.4 The buyer shall pay all accounts in full and not exercise any rights of set-off or counterclaim.
- 4.5 The Annual Licence commitment is a component of the software purchase package. This licenses the user to continued use of the software; to continued access to helpdesk facilities; and to all updates and upgrades available during that licence period.
- 4.6 Access-It Software Ltd reserves the right to increase the annual licence charge by an amount equal to the official consumer price index (CPI).

5. Interest on Overdue Invoices

- 5.1 If any invoice shall become overdue for payment interest shall be payable, at the sole discretion of the seller, at not more than 2% per month from the date the payment became due under the invoice until the date of payment.

6. Delivery

- 6.1 The seller will take all reasonable steps to keep to any estimated delivery date but time shall not be of the essence. The seller shall not be liable for any losses consequential or otherwise arising directly or indirectly out of any failure to meet an estimated delivery date. The seller reserves the right to make delivery in advance of the quoted delivery date on giving reasonable notice to the buyer.

7. Ownership and Risk

- 7.1 Upon delivery of the goods to the buyer or upon the goods being retained at the seller's premises at the buyer's request the risk in the goods shall pass to the buyer.
- 7.2 Title to the goods shall remain vested in the seller until the invoice for the goods has been paid in full.
- 7.3 The buyer shall hold the goods as the seller's fiduciary agent and bailee until such time as title to the goods passes to the buyer.

8. Defects Warranty

- 8.1 The seller warrants that the media on which the software is furnished will be free from defects in materials and workmanship for a period of 90 days from the date of purchase. The seller does not warrant that the operation of the software will be uninterrupted or error free.
- 8.2 The seller's obligation and your exclusive remedy under the warranty given in clause 8.1 is limited to the seller at its own expense using all reasonable endeavours to rectify any non-conformance with the warranty by repair (by way of a patch, work around, correction or otherwise) within a reasonable period of time or at the seller's option replacing the software or defective media in whole or in part.
- 8.3 The seller will have no liability or obligation under the warranty given in this clause 8 unless it has received written notice from you of any non-conformance with the warranty within 90 days from the date of purchase and provided that in the reasonable opinion of the seller the goods have not been subjected to misuse, damage or excessive wear.
- 8.4 You acknowledge that the goods have not been prepared to meet your individual requirements and that it is your responsibility to ensure that the facilities and functions of the software meet your requirements.

9. Limitation of liability

- 9.1 You acknowledge that the seller's obligations and liabilities in respect of the goods and services supplied are exhaustively defined in this agreement. You agree that the express obligations and warranties made by the seller in this agreement are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise relating to anything supplied or services provided under or in connection with this agreement including (without limitation) as to the condition, quality, performance, merchantability or fitness for purpose of the goods or any part of them.
- 9.2 You are responsible for the consequences of any use of the goods supplied. The seller will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort (including negligence), statutory duty or otherwise including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if the seller has been advised of their possibility.
- 9.3 The seller's total liability (whether in contract, tort (including negligence), statutory duty, or otherwise) under or in connection with this agreement and any other agreement with the buyer relating to the software or based on any claim for indemnity or contribution will not exceed in aggregate a sum equal to 100% of the price paid for the software.
- 9.4 You acknowledge the fact that the software cannot be tested in every possible combination and it is not within the seller's control how and for what purpose the goods are used by you.

10. Force Majeure

- 10.1 Neither party will be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this agreement due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of this agreement.

11. Cancellation of Contract/Return of Goods/

- 11.1 No contract may be cancelled once it is accepted by the seller and no goods may be returned save at the absolute discretion of the seller.
- 11.2 In the event that the seller agrees to accept the return of non-defective goods such return will be on the following conditions:-
 - 11.2.1 The buyer must obtain a goods return number from the seller.
 - 11.2.2 If in the opinion of the seller damage has been caused to the goods during transport from the buyer to the seller the buyer will remain liable for the full cost of the goods or at the discretion of the seller cost of remedying any damage.