

## 1 Introduction

This document explains the pricing structure of 1024's Ivo software package ("the software"). The pricing structure has been designed specifically with community organisations in mind, with the aim of providing a quality tool at a reasonable and realistic price. Underlined terms in the body of the document are defined in Section 11 – Definitions, at the end of this document.

*By ordering, or continuing to use the Ivo software, you are accepting the following terms and conditions. Payment for the software must be received before 1024 implements a registered installation of the software (unless prior, alternative arrangements have been made).*

## 2 Pricing structure

- 2.1 Ivo is provided on an annual subscription basis which provides the following important benefits –
  - You receive all Regular Updates at no further cost;
  - You have a consistent figure upon which to budget;
  - The overall cost of an annual subscription is significantly lower than other pricing models.
- 2.2 The fees are –
  - Licences begin at \$690.00 (ex GST) for the first license. Each subsequent license is reduced by \$5 per License until a base price of \$620 per license is reached at 15 licences (thus 3 licenses = \$2,055 (\$690 + \$685 + \$680) per year). We also offer not-for-profit community organisations free Guest Licenses.
  - Monthly licenses are \$69 (ex GST) per month.
- 2.3 Licenses can be User Licenses or Computer Licenses, with the exception that individuals accessing the software via any remote access technology require a User License.
- 2.4 Assignment of Licenses can be managed from within the software, however please note that there is a limit of up to 2 changes to the license status of existing users and computers in any 4 week period. Additional changes in a 4 week period can be requested, the granting of which will not be unreasonably withheld.
- 2.5 Cancelling your Ivo subscription –
  - 2.5.1. You can cancel your Ivo subscription at any time. You can continue to use Ivo until your current subscription period is finished. Refunds are not provided for any unused portion of your subscription period.
  - 2.5.2. At the end of your subscription period you can use Ivo to create a copy of the Ivo data in Microsoft Access database format.
  - 2.5.3. At the end of your subscription period you may also purchase *permanent, 'read-only'* access to continue to use the Ivo software to access your Ivo data for reference. This is strictly 'read-only' – there is no ability to add or change data, though queries, reports and printing still function. The cost for the read-only access to Ivo is –
    - \$200.00 (ex GST) multiplied by the number of licenses in your most recent subscription period. This is a one-time-only fee.

## 3 Training and support -

Training and support are provided on the following basis –

- 3.1 Hours of operation are 9am to 5pm Monday to Friday, excluding Australian national public holidays.
- 3.2 Support can be pre-purchased in blocks of 5 or more hours at \$100.00 (ex GST) per hour. Note -
  - Pre-paid support hours *never expire*;
  - You are automatically re-invoiced when the balance falls below 2 hours, but may cancel such an invoice if desired, in which case future support (once the balance is used) will be billed at the post-paid rate.
- 3.3 All other support, either post-paid, or pre-paid up to 4 hours, is charged at \$125.00 (ex GST) per hour.
- 3.4 Work requested to be completed at a higher priority or outside our normal hours of operation incurs –

- a surcharge of 30% on the applicable hourly rate;
  - a minimum charge of 1 hour labour
- 3.5 All work is billed in increments of 15 minutes. If a surcharge is applicable, it is applied before rounding up to the nearest 15 minutes.
- 3.6 Requests for support *must include adequate information*, such as a full description of the problem or requirement, the function being used, any error messages that occurred, and the end result. Requests for support that do not include adequate information may be given a lower priority and may be billed for time required to acquire the necessary information, even if the request might not otherwise be billable.
- 3.7 Support for any problem that is directly attributable to a 'bug' in the software is not billable, except where we are requested to complete such support outside 1024's normal operating hours or inadequate information has been provided resulting in 1024 having to acquire such information.

## 4 Application Development

- 4.1 Application development, is provided on the following basis –
- \$500 (ex GST) per half day, or part thereof.

## 5 Payment Terms

- 5.1 Payments are due by the "Due Date" specified on the invoice (usually 14 days from the date of the invoice).
- 5.2 If payment for license renewal is not received prior to their expiry (which may or may not be the same as the "Due Date" on the invoice) then 1024 reserves the right to revoke access to the software from the date of expiry of the licenses or at any time thereafter.
- 5.3 If payment for any other invoice is not received by the due date, 1024 reserves the right to refuse provision of support until the account is up to date, and to require pre-payment for future support.

## 6 Technical Requirements

- 6.1 If you choose to run Ivo within your organisation's own office network then it is your responsibility to ensure Ivo will operate within your IT environment, and in accordance with your needs, prior to purchase. Ivo is a standard Win32 application that runs on all versions of Windows and Windows Server and can function as a multi-user application accessible from multiple devices at a time. To facilitate this, Ivo is available on a trial basis for 30 days (longer can be provided if required).

## 7 Provision of support

Support is provided as follows –

- 7.1 Support is requested by sending an email message to [support@1024.com.au](mailto:support@1024.com.au).
- 7.2 Support requests are automatically acknowledged by the online helpdesk system.
- 7.3 Requests are prioritised according to the nature of the request and in consideration of all other requests from all clients. A higher priority can be requested but may incur a surcharge as described in Section 3.
- 7.4 1024 will endeavour to provide the first action within 5 business days. Urgent requests will be actioned within 4 hours.
- 7.5 Where the software is not functioning at all in your organisation, 1024 will endeavour to resolve the issue within 1 business day, even if the cause is a non-related factor in your organisation (for example, if the software has been affected by other changes in your organisation, such as Windows updates, installation of other software, etc).
- 7.6 Billable work will be charged according to Section 3.
- 7.7 In normal circumstances, 1024 will assume that anyone requesting support has been given authority by you to do so, and to approve and incur, any costs. You may nominate authorised staff if you wish to, in which case 1024 will only action billable work when requested or confirmed by an authorised staff member.

7.8 In urgent circumstances (for example, if Ivo is non-operational or urgent extraction of data is required), 1024 will act in good faith on any request for support received from any staff member, and you will be liable for the costs incurred.

## 8 Data shared with 1024

Ivo shares some data with 1024 -

- 8.1 If you use 1024's Ivo server, or provide us with access to your office network, then we necessarily have the ability to access your organisation's Ivo data.
- 8.2 Such access is only used to provide support for the Ivo application and to manage Ivo registration and user licensing.
- 8.3 We will never sell any data related to your organisation for any reason or purpose.

## 9 Inclusions

The following items are included in the subscription fees for the software –

- 9.1 All regular updates to the software.
- 9.2 Ivo supports the following national and state funding programs "out of the box" (other funding programs can be configured as required, at an additional cost) –
  - The National Disability Advocacy Program (NDAP);
  - The Disability Royal Commission
  - The Victorian Disability Advocacy Program (VDAP);
  - The Department of Social Services Data Exchange (DSS DEX), for advocacy only at present;
  - Queensland Disability Advocacy Program (QDAP)
  - Queensland Department of Health Disability Services Advocacy program;1024 will ensure the software has all functionality necessary to support these programs on an ongoing basis. However, depending on changes made by a funding body, there may be steps that need to be taken *by you*. For example, a funding body may add a new item to its 'Issue Category' list - 1024's responsibility is to ensure the list *can* be changed, but it may sometimes be your responsibility to *make* the change.

## 10 Exclusions

The following items *are not* included in the subscription fees for the software –

- 10.1 Training in the use of the software.
- 10.2 Support to get Ivo running on a computer in the unlikely event there are difficulties. Such support is *only* billable if the cause of the problem is related to your organisation's IT environment (for example. Internet traffic rules configured in your organisation's internet modem).
- 10.3 Configuration of additional funding sources, programs and statistical items not listed in the "Inclusions" section.
- 10.4 Additional work required to make the software operational in your environment (such as fixing network settings, configuring your broadband modem for remote access and resolving computer issues, particularly Windows security, affecting the operation of the software).
- 10.5 Resolution of problems with the operation of the software that are caused by 3rd-party software or hardware
- 10.6 Migration of data from previous systems (this service can be performed on a time and materials basis).
- 10.7 Development of queries and reports other than those required by the supported funding programs.
- 10.8 Requests for additional functionality specific to your organisation.
- 10.9 Other exclusions may apply to your specific environment in addition to the general exclusions listed here.

## 11 Definitions

**Application Development:** Changes made to the Ivo software at the request of your organisation, that do not fall within our Regular Updates.

**Bug:** a 'bug' is an error within the software which results in the system not functioning as it was intended to function. This does not include cases where you simply find the system does not behave as you wish it to, or the system proves to be an imperfect fit to your particular requirements or processes.

**Client Computers:** Any computer that has the Ivo program installed on it for the purpose of accessing the Ivo database.

**Computer License:** Full access to all functions within Ivo for anyone accessing Ivo from the licensed computer, whether or not that individual has a User License. This License is beneficial where multiple staff access the Ivo database file from a single computer, such as in a job-sharing scenario. A computer license *cannot* be purchased for a computer providing "remote access" services.

**Guest License:** This is a free option that enables anyone to access Ivo to *view* limited information (for example, looking up contact information or finding which staff member is working with a client etc). The guest License can modify contact details for entities, but does not have any other capability to enter data into Ivo.

**Host Computer:** The computer, which may be a dedicated server or otherwise, where the Ivo database file is stored.

**Regular Updates:** 1024 continually works to incorporate new features into the software, based on feedback received from clients. These improvements are included as updates. The features we add are intended to be for the benefit of the majority of Ivo users. Function requests that are essentially unique to the requesting customer, or to only a small number of customers, may be charged as billable work. Additionally, 1024 prioritises updates as best as possible according to the needs of all customers. If you require a feature to be implemented for you sooner than it otherwise would be, 1024 reserves the right to negotiate a 'shared cost' fee to advance the feature in the development schedule. This is because such requests require the employment of additional resources or for the work to be done 'out-of-hours'.

**Support:** Assistance provided to Ivo users for various requirements, such as, but not limited to – answering questions regarding the best way to achieve a certain requirement within Ivo, configuring the various administrative options, assisting with general computer issues that may be affecting Ivo, and so on.

**Training:** Training provided by 1024 to an Ivo user, or group of users (up to 3 at a time), in the usage of the Ivo application.

**Trial:** Ivo is available on a trial basis. The standard trial is for 30 days, but this can be extended on request. It is the customer's responsibility to ensure the software will operate as expected in their particular environment, and meet their requirements.

**User License:** Full access to all functions within Ivo for an individual listed as a staff member in Ivo. That individual can access the Ivo database file from any computer or device that has the Ivo software installed on it, whether or not that device has its own Computer License, and may also access Ivo through remote access technologies. This License is beneficial where a user will need to access Ivo from multiple places, such as work, home or a remote office.