



# Imagicle Advanced Services agreement.

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Imagicle Spa (“Imagicle”) may provide a customer (“You” or “Customer”) with certain professional installation, configuration and consultancy services (the “Advanced Services”) described in a written or electronic document from Imagicle (such as a bid, quote or statement of work - “SOW”).

The Advanced Services provided by Imagicle are subject to the following terms and conditions.

## 1 The advanced services

The Advanced Services may include, without limitation, one or more of the following:

- Installing Imagicle’s software and/or other software or products adapted to interact with Imagicle’s software specifically ordered by You;
- Assisting in integration with third party communication system/calling platforms the Imagicle’s software supports as per official documentation
- Assisting with questions related to computer hardware physical or virtual related to the use of Imagicle’s software, including operating system matters;
- Interpreting of the results obtained from the use of Imagicle’s software;
- Consulting and/or development (including, without limitation, script writing) regarding software and/or supporting documentation, including, but not limited to, new versions of and/or additions to Imagicle’s software specifically ordered by You;
- Performing acceptance and validation test on Imagicle’s software;
- Assisting with the preparation of manuals and instructions;
- Training in using the Imagicle’s software;
- Other kind of services as mutually agreed upon either verbally or, in writing, such as in a SOW.

The Advanced Services may be purchased any time by Imagicle or its resellers and executed at Your location (on site), remotely (with online collaboration tools) or both ways (part on site and part remotely), as stated in the Sales Order.

In case a SOW is required, written SOW shall be signed by both parties. No changes to a SOW shall be made without a valid change order signed by both Your authorized representative and Imagicle’s authorized representative.

The Advanced Services are not covering the technical support services that Imagicle may provide You in case of problem using the Imagicle’s software after Advanced Services completion or termination. Such kind of technical support is offered separately and described in the [Maintenance Services and Support](#) documents.

## 2 Your responsibilities and Imagicle’s assumptions

In addition to any other responsibilities described herein and/or in an applicable bid/quote/SOW, Your obligations include, without limitation, the following, and any failure on Your part shall be deemed to be a material breach:

- Communicate all material project matters to Imagicle’s contact person;
- Together with Imagicle, schedule the performance of the Advanced Services;
- Provide qualified, knowledgeable personnel who will perform Your obligations hereunder and under the applicable bid/quote/SOW, make timely decisions necessary to perform the Advanced Services, participate in the project to the extent reasonably requested by Imagicle and reasonably assist Imagicle with its performance of the Advanced Services;
- Provide Imagicle’s personnel with controlled and supervised appropriate levels of access and privilege to systems and information necessary for Imagicle’s performance

of the Advanced Services, including remote access when Advanced Services are performed remotely;

- Provide timely responses to Imagicle's inquiries and requests for approvals and authorizations;
- Perform other reasonable duties and tasks to facilitate Imagicle's performance of the Advanced Services;
- Acquire all necessary hardware and software required to complete the Advanced Services.

When Advanced Services are performed at Your location (or another location designated by You), the site shall be secure. Imagicle is not responsible for lost or stolen equipment.

If You do not fulfill all of Your responsibilities in a timely manner or if any assumption is incomplete, is incorrect or becomes incorrect, then:

- The anticipated schedule for the project may be delayed.
- Scheduled personnel may be reassigned to a different project or may become idle.
- The amount of time to perform the Advanced Services may increase and/or Imagicle may need to perform additional or different Advanced Services in order to be able to perform the original Advanced Services; in such case, Imagicle may invoice You for such additional time, based on a new Sales Order or change order to get in place
- It may be commercially unreasonable for Imagicle to perform the Advanced Services, either in whole or in part, in which case Imagicle shall have the right to terminate any obligation it might have to You (to perform the Advanced Services or otherwise) or to terminate a SOW upon notice to You.

If an activity had been agreed and scheduled with Your personnel but the Imagicle engineer cannot perform the activity because of Your failure to fulfill one of Your responsibilities or because of an incomplete or incorrect assumption, Imagicle shall have the right to consider that scheduled time slot (day or half-day) as billable/forfeited.

### 3 Scheduling and engaging

Any dates, deadlines or schedules in any bid/quote/SOW (as amended by any change order) or otherwise anticipated for the project are estimates only, to be used for Imagicle's planning only. Together Imagicle's contact person and Your contact person will define and develop an anticipated schedule.

An Imagicle representative will contact You within five (5) working days from the Sales Order acceptance, to get the proper contacts, share the Advanced Services details and plan the activities.

The first activity date will be agreed between Imagicle and You according with your scheduling requirements, the existing Imagicle schedule and the activities constraints.

Imagicle is normally able to guarantee an available engineer to start the activities within fifteen (15) working days since the first contact. Should you need faster availability, Imagicle will do the best to find a solution and a working joint schedule.

Advanced Services schedule can have days spread over different weeks and months, within the Advanced Services expiration terms (see below), with 4 hours as minimum schedulable slot for the activities.

Imagicle working days and times are the following based on the theater:

- Europe, 9am-6pm CET/CEST, Monday through Friday
- Middle East, 9am-6pm GST, Sunday through Thursday
- North America, 7am-5pm EST/EDT, Monday through Friday

Other theaters may choose the most suitable service area based on their timezone.

In the event You cancel or requests a rescheduling of a mutually confirmed scheduled date with less than one (1) week notice to Imagicle, the following shall result:

- with respect to onsite Advanced Services if cancellation by You occurs within five (5) working days of the scheduled date for such Advanced Services then 50% of the scheduled time may be billable/forfeited, or if cancellation by You occurs within twenty-four (24) hours of the scheduled date then 100% of the scheduled time may be billable/forfeited;
- with respect to remote Advanced Services if cancellation by You occurs within forty-eight (48) hours of the scheduled date for such Advanced Services then 50% of the scheduled time may be billable/forfeited, or if cancellation by You occurs within one (1) hour of the scheduled time then 100% of the scheduled time may be billable/forfeited

## 4 Advanced services fees, invoicing and payment

Imagicle provides fixed fees Advanced Services, except differently agreed and signed in the Sales Order.

In the fixed fee Advanced Services, Imagicle estimates the number of days for the Advanced Services and communicates to You in the Sales Order or during the project scheduling.

If the amount of days needed to perform the Advanced Services:

- increases because you do not fulfill all of Your responsibilities (see the above section related), Imagicle may invoice You for such additional time, based on a new Sales Order or change order to get in place;
- increases without any unfulfillment of Your responsibilities (see the above section related) and mainly because of not fully correct estimate, Imagicle will perform the additional days without additional fees;
- are less than the estimated ones, You are not eligible of any credit for additional or different Imagicle Advanced Services

Imagicle will invoice 100% of the fixed fees Advanced Services at receiving and accepting the Sales Order, except differently agreed and signed in the Sales Order.

Payment terms follow the Terms and Conditions of Sale this document is an integral part of.

## 5 Travel and expenses

Unless otherwise provided in the applicable bid/quote/SOW:

- Imagicle may invoice You for all reasonable, direct costs incurred by Imagicle in providing the Advanced Services described in the applicable bid/quote/SOW. Examples of these expenses may include, but are not be limited to, airfare, lodging, mileage, meals, tolls and parking. The projected expenses are set forth in the applicable bid/quote/SOW or may be directly included in the fixed fee offer.
- When Advanced Services are performed at Your location (or another location designated by You), Imagicle may charge this time separately or included in the Advanced Services fixed fee.

## 6 Expiration and termination

Each Advanced Services purchase expires after 12 months from the Sales Order acceptance unless differently stated in the bid/quote/SOW and Imagicle may not deliver any further remaining activity for such Advanced Services after expiration.

In the event of any expiration, the full payment for such Advanced Services is due and no reimbursement will be provided by Imagicle.

Either You or Imagicle may terminate the Advanced Services for cause if the other party fails to cure a material breach in the time period specified below. Any material breach must be specifically identified in a written notice of termination. After written notice, the notified party will have thirty (30) days to remedy its performance, except that it will only have fifteen (15) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination. In case You terminate for Imagicle material default, a total reimbursement of paid Advanced Services will be provided by Imagicle.

Upon the expiration or termination of the Advanced Services, all rights and obligations of You and Imagicle under such Sales Order/SOW including, without limitation, under these terms and conditions and/or the Terms and Conditions (as defined below), shall automatically terminate except for any right of action occurring prior to expiration or termination, payment obligations and obligations that expressly or by implication are intended to survive expiration or termination (including, without limitation, limitation of liability, indemnity, confidentiality, title and this survival provision).

## 7 Data Back-UP

You will be solely responsible for daily back-up and other protection of Your data and software against loss, damage or corruption, and You will be solely responsible for reconstructing data (including, but not limited to, data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Advanced Services. **IMAGICLE AND ITS SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND YOU ASSUME ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE ADVANCED SERVICES.**

## 8 Security and liabilities

Imagicle may perform the Advanced Services at Your place of business, at Imagicle's own facilities or such other locations as You and Imagicle deem appropriate. When the Advanced Services are performed at Your premises, Imagicle will attempt to perform such Advanced Services within Your normal business hours unless otherwise jointly agreed to by You and Imagicle. When the Advanced Services are provided on Your premises or at another location designated by You, You shall maintain adequate insurance coverage to protect Imagicle and Your premises, and You agree to indemnify and hold Imagicle and its agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Advanced Services, other than solely as a result of Imagicle gross negligence or willful misconduct.

Imagicle will follow all of Your reasonable security rules and procedures, as communicated in writing by You to Imagicle from time to time.

## 9 Required consents

You shall provide all Required Consents (as defined below) necessary for Imagicle to provide the Advanced Services. “Required Consents” means consents or approvals required to give Imagicle and its subcontractors the right or license to access, use and modify all data and third-party products..

## 10 Terms and conditions of sale

THIS SERVICE OFFERING IS AND THE PROVISION OF THE ADVANCED SERVICES ARE EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS OF SALE (the “Terms and Conditions”) LOCATED AT [www.imagicle.com/terms](http://www.imagicle.com/terms) AND THOSE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT AS IF FULLY STATED HEREIN.



