



Ctrl-Alt-Del[®] IT Consultancy Pty Ltd | ABN 64 053 314 717 | ☎ 61 7 3848 0285 | ✉ info@ctrl-alt-del.com.au

THE UNDERSIGNED:

The Licensee of this Software Support Agreement (“Licensee”) and Ctrl-Alt-Del IT Consultancy Pty Ltd (“CADITC”) will enter into this Software Support Agreement (the “Agreement”) as of the Effective Date being that on which payment and acceptance of this Software Support Agreement have been completed.

Licensee:

The individual or company whose name appears on the Payment Receipt at time of purchase. Hereinafter referred to as "licensee".

Vendor:

Ctrl-Alt-Del IT Consultancy Pty Ltd

PO Box 20

Wellers Hill, Queensland, Australia

4121

Hereinafter referred to as "CADITC".

The Software Support Agreement Terms and Conditions are incorporated into and made a part of this Agreement as of the Effective Date being that on which payment and acceptance of this Software Support Agreement have been completed.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Current Release" means the then-current release of Software for use in a particular Operating Environment.

1.2 "Error" means an error in the Software which significantly degrades the use of the Software.

1.3 "Operational Support" means assisting Licensee in using and operating the Software, including determining whether an Error resides in the Software (including modifications done by CADITC).

1.4 "Scientific Support" means assisting the Licensee in understanding and applying the scientific principles underlying the Software, the determination of parameters, the modeling and the interpretation of results.

1.5 "Fix" means the repair or replacement of object or executable code versions of the Software to remedy an error.

1.6 "Hours of Operation" means Monday through Friday (excluding CADITC holidays), 8:00 AM to 4:00 PM (Australian EST).

1.7 "Previous Releases" means the release of Software for use in a particular Operating Environment which have been replaced by the Current Release in the same Operating Environment.

1.8 "Software" means the CADITC Software described in Schedule "A", attached hereto.

1.9 "Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without significantly impairing performance of the Software.

2. STANDARD SUPPORT SERVICES FOR CADITC SOFTWARE

2.1 In consideration for the Annual Support Fee, CADITC will provide, during its Hours of Operation, Operational Support and Scientific Support (which may be provided via email, fax, or telephone, at CADITC's option) for the Software.

2.2 CADITC will answer reasonable questions relating to the use of the Software, providing that such can reasonably be replied to by email and that such are not in lieu of appropriate training.

2.3 The total annual amount of support hours which licensee is entitled to is:

- ten (10) hours Operational Support;
- two (2) hours Scientific Support.

3. ERROR CORRECTIONS

During the term of this Agreement, CADITC shall use its commercially reasonable efforts to correct or provide a Workaround for any reproducible programming Error in the CADITC Software attributable to CADITC with a level of effort commensurate with the severity of the Error, provided that CADITC shall have no obligation to correct all Errors in the Software. Upon identification of any programming Error, Licensee shall notify CADITC support of such Error which shall provide CADITC with enough information to locate the Error. CADITC shall not be responsible for correcting any Errors not attributable to CADITC. Errors attributable to CADITC shall be those that are reproducible by CADITC on modified or unmodified Software. Errors attributable to Licensee's modification or Third Party Software or misuse of the Software will be billed at CADITC' standard support rates then in effect.

4. SOFTWARE SUPPORTED VERSIONS

CADITC will provide support for the Current Release of the Software for as long as it is generally available to the customers. Additionally, CADITC will support the Previous Releases for a period at least 1 (1) year after their release.

5. LICENSEE RESPONSIBILITIES

5.1 Language. All communications between CADITC and Licensee shall be done in English language.

5.2 Licensee Assistance. Licensee agrees to provide CADITC reasonable access to all necessary personnel to answer questions about any problems reported by Licensee regarding the Software. Licensee also agrees to promptly implement updates, new releases of the Software and all Error corrections provided by CADITC under this Agreement.

5.3 Contact People. Licensee shall appoint one (1) individual within Licensee's organization who is knowledgeable in the operation of the Software to serve as the primary contact between Licensee and CADITC and to receive support through CADITC's support centre. All of Licensee's support inquiries shall be initialized through these contacts.

6. EXCLUSIONS

6.1 CADITC is not required to provide any support relating to problems arising out of:

- (i) Licensee's failure to implement all Fixes to the Software which are issued under the Agreement;
- (ii) any alterations or additions to the Software performed by parties other than CADITC;
- (iii) interconnection of the Software with other software products not supplied by CADITC except as expressly prescribed in the system design specifications.

6.2 Moreover, the Support Services do not include:

- (i) the installation and the use of hardware equipment;
- (ii) the use of the operating system; and
- (iii) the use of networks.

6.3. Furthermore the Support Services do not include the following items listed below.

6.3.1. Modifications required by governments.

6.3.2. Errors caused by hardware malfunctions and operating system related errors and problems, unless such can be reasonably handled by a single support request.

6.3.3. Errors and problems resulting from not maintaining adequate back-up, unless such can be reasonably handled by a single support request.

6.3.4. User education and training unless such can be reasonably enabled by a single email.

6.3.5. Consultation over hardware and for new programs or modifications to existing programs.

6.3.6. Site visits.

7. OTHER SERVICES

In the event that Licensee requires or requests other services including additional user education and training, implementation assistance, installation training or hardware reconfiguration not covered by the original license agreement, such services can be provided in accordance with CADITC' standard rates according to Schedule "B" attached hereto. Additional services can only provided to customers operating within Australia and will only be offered at the discretion of CADITC.

8. OTHER CONDITIONS

8.1 It will be Licensee's responsibility to verify the result of all program modifications or Fixes made by CADITC to assure that all calculations and data resulting from these modifications are correct.

8.2 CADITC will not be liable or responsible for any losses or damages whatsoever which might at any time result from or arise from the use or operation of the programs covered under the Agreement, or the services provided herein.

8.3 The Software as well as the modifications made under this Agreement shall at all times remain the property of CADITC. It is understood and acknowledged that the systems, specifications and any modifications contain information and programming techniques developed by CADITC which Licensee, by its acceptance shall agree not to divulge or in any other way grant to a third party, without the express prior written consent of CADITC.

9. TERM AND TERMINATION

Support shall be provided for one (1) year from the Effective Date and shall be extended each year upon payment of renewal for an additional one (1) year term unless terminated by either party by giving at least 30 days notice. Licensee may terminate the Software Support Agreement at the end of the original term or at the end of any renewal term by giving CADITC written notice at least sixty (60) days prior to the end of any such term. In the event Licensee fails to make payment pursuant to the Agreement or Section 10 below, or in the event Licensee materially breaches any of the provisions and herein described and such breach has not been cured within sixty (60) days of receipt of notice of breach, CADITC may suspend or cancel support services.

10. FEES AND PAYMENTS

10.1. For each designated site utilising Software, Licensee shall pay CADITC a fee per year, payable in advance, as specified in Schedule "A", attached hereto.

11. GENERAL

11.1 These terms and conditions state the entire agreement regarding CADITC's provision of support services to Licensee and may be amended only by a written amendment set forth on a separate document executed by authorized representatives of both parties.

11.2 This Agreement is governed by Australian law.

SCHEDULE "A" LICENSED SOFTWARE AND SUPPORT FEE

Licensed Software:

CAD Enterprise Util Pack and Software Support Agreement (Annual License) :

- \$300 (AUD) (This is EX-GST for Australian Customers) per one (1) year subscription

SCHEDULE "B" STANDARD RATES

Australian Customers Only: CADITC fees for services will be on a time and material basis as per CADITC maintenance plans available upon enquiry from CADITC. These rates are subject to change on an annual basis. Out-of-pocket travel and other disbursements will be charged weekly as incurred. All time and material charges and disbursements are payable monthly upon receipt of invoice. Applicable taxes will be added to billable amounts.
