

Annual Software Maintenance Agreement

- EzeScan Licensing conditions are detailed in the separate EzeScan Licence Agreement, which will be sent
 to the Customer with the product. Please refer to that document for licensing and licence use related
 matters.
- EzeScan Maintenance services are sold on an annual basis, payable up front with the initial product order.
 The Maintenance Services apply to only those modules purchased by the Customer. The Maintenance
 Agreement may be renewed annually by payment of the Annual Renewal Fee as detailed in this
 Agreement.
- 3. The price of EzeScan Maintenance Services is reviewed annually, and Outback Imaging reserves the right to increase the renewal pricing in line with any increase in the Consumer Price Inflation (CPI) 'Year Ended Percentage Change All Groups' rate figure as published by the Reserve Bank of Australia.
- 4. EzeScan Maintenance Services will not be delivered to clients or customers whose monies have not yet been remitted to Outback Imaging Pty Ltd or its authorised distributor or agent.
- 5. EzeScan Maintenance Services fee must be paid in full before any maintenance services are provided by Outback Imaging Pty Ltd.
- 6. EzeScan Maintenance Services fees must be applied to all licences and modules purchased by the
- 7. Maintenance Service Requests:
 - a) EzeScan Maintenance Services are available between the hours of 8.30 am 5.00 pm (Australia EST), Monday Friday, excluding public holidays.
 - b) All service requests must be logged via the online service desk: https://ezescan.atlassian.net/servicedesk
 - c) Service requests are processed on a first in first out basis.

8. Maintenance Services

- 8.1 Providing the Customer has complied with the terms of this Agreement, Outback Imaging shall provide Maintenance Services for:
 - a) the Current Release of the Software for the term of this Agreement; and
 - the Preceding Release of the Software for a period ending on the shorter of the term of this Agreement or twelve (12) months after the date the Current Release is made available; but
 - c) Outback Imaging may, at its absolute discretion, elect whether or not to provide Support Services for Software which has been modified in any way.
- 8.2 The Customer shall designate a primary IT Administrator and a secondary IT Administrator to conduct all communication with Outback Imaging with respect to the Support Services. Outback Imaging is not obligated to deal directly with other representatives of the Customer.



- 8.3 The Customer shall ensure Outback Imaging has sufficient access to the Software, any systems in which the Software is used, and any relevant records or documentation to provide the Support Services. Failure to provide complete remote access may impede the successful delivery of support and maintenance.
- 8.4 The provision of Maintenance Services by Outback Imaging is limited to correcting program defects, correcting program non-conformance with documented features, and making minor user interface modifications to make the GUI easier to use.
- 8.5 Maintenance Services requests will be logged by Outback Imaging as a SPAR (System Problem Action Request). Outback Imaging will assign one of the four following SPAR levels to the Customer Maintenance Service request:

a) "Severity level 1" or "SPAR 1" - Critical Problem

Description: A feature does not work as documented and the impact of the problem is severe for the Customer, and no workaround is currently available. This would normally require a rapid repair fix to be provided by Outback Imaging.

b) "Severity level 2" or "SPAR 2" - Urgent Problem

Description: A feature does not work as documented, and the impact of the problem is serious but not severe. This includes situations where the Customer can continue using the Software but with some restrictions resulting in the degradation of major services/operations. This would normally require a workaround to be provided by Outback Imaging, followed by a rapid repair fix rolled into the next product minor release update.

c) "Severity level 3" or "SPAR 3" - Normal Problem

Description: Minor defect with work around available. This includes situations of documentation errors, which caused mistakes in the operation of the Software. The Customer can continue using the software without degradation of major services /operations. Documentation errors are normally corrected in the next product minor release update.

d) "Severity level 4" or "SPAR 4" - Minor Problem

Description: The documentation contains an error, or there is a trivial defect with little or no operational impact, or the Customer has a general question regarding product usage, which does not require immediate attention. Documentation errors are normally corrected in the next product minor release update.

8.6 In response to Maintenance Service requests the customer may be required to use either a workaround provided by Outback Imaging, or to install a rapid repair fix supplied by Outback Imaging to correct the problem. It is the customer's responsibility to implement the workaround, or rapid repair fix as per the instructions provided by Outback Imaging onto their copy of the licensed software.

9. Maintenance Service Exclusions

- a) Product training or retraining is not included as part of the maintenance services. These additional services may however be purchased at additional cost.
- EzeScan software installation, reinstallation, configuration, or reconfiguration is not included as part of the maintenance services. These additional services may however be purchased in addition to the maintenance services. If the client requires new functionality in one of the EzeScan + Application suite modules, they can raise a Software Enhancement Request (SER) with Outback Imaging. The decision to implement the changes required in response to an SER is solely at



- Outback Imaging's discretion. Outback Imaging will charge a service fee for implementing the new functionality requested in an SER.
- Onsite assistance is not included as part of the maintenance services. These additional services
 may however be purchased at additional cost.
- d) Extended service hours outside of 8.30 am 5.00 pm are not included as part of the maintenance services. These additional services may however be purchased at additional cost.
- e) Provision of any services whatsoever to any other products that are not specifically included within the licenced EzeScan application suite modules.
- f) "How to Use" requests.

10. Liability and Indemnity

- 10.1 In the event this Agreement constitutes the supply of goods or services to a consumer under the Competition and Consumer Act 2010 (Cth), as amended (the Act) nothing in this Agreement shall restrict, exclude, or modify the application of the Act. Outback Imaging then to the extent permitted by the Act limits its liability for consequential loss (including those losses concerning the corruption of data) for breach of condition or warranty to, and at its exclusive option to:
 - supplying the services again; or
 - ii. the payment of the cost of having the services supplied again.
- 10.2 The Customer shall at all times indemnify and hold harmless Outback Imaging and its officers, employees, and agents ("those indemnified") from and against any loss, expenses or liability reasonably incurred or suffered by any of those indemnified arising from:
 - i. a breach by the Customer of its obligations under this Agreement; or
 - ii. any wilful, unlawful or negligent act or omission of the Customer.
- 11. <u>No Liability for Damages:</u> In no event shall Outback Imaging or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive or other damages whatsoever (including but not limited to damages for loss of business profits, loss of business information, business interruption, or any other pecuniary loss) arising out of the use of or inability to use this product, even if Outback Imaging has been advised of the possibility of such damages.

12. **Termination**

- 12.1 Outback Imaging may terminate this Agreement immediately by providing the Customer with written notice if the Customer:
 - a) is in breach of any term of this Agreement and such breach is not remedied within 14 days of receipt of written notice by Outback Imaging;
 - b) destroys or disposes of or loses custody of the Software;
 - c) becomes or threatens to become insolvent;
 - d) being a natural person dies.
- 12.1 In terminating the Agreement under Clause 11.1 Outback Imaging will:
 - a) cease providing the Support Services;
 - b) be regarded as discharged from any further obligations under this Agreement; and
 - c) pursue any additional or alternative remedies provided by law.

13. Variation, Assignment and Severability

13.1 Only a Director of Outback Imaging, in conjunction with the Customer, shall be entitled (in writing) to vary the terms and conditions of this Agreement.



- 13.2 The rights and obligations of the Customer as specified in this Agreement are personal. They cannot be assigned, charged or otherwise dealt with, and the Customer shall not attempt to do so without the prior written consent of Outback Imaging.
- 13.3 Where this Agreement relates to more than one item of Software these terms and conditions shall apply separately to each item of Software. Any provision of these Agreements, which is prohibited or unenforceable, will be ineffective only to the extent of that prohibition or unenforceability. The prohibition or unenforceability will not invalidate the remaining provisions of this Agreement.
- 14. Entire Agreement: These terms and conditions supersede all prior written and oral understandings between the parties on the subject matter of this agreement and constitute the entire agreement between them relating to the licence of the material covered by this Agreement. There are no understandings or representations, express or implied, not expressly set out herein.
- 15. <u>Applicable Law:</u> This Agreement is governed by the laws of Queensland, Australia.

Customer	
Signed:(By an authorised representative of the Customer)
Full Name:	
Company/Entity Name:	
Company/Entity Address:	
Dated:	
Outback Imaging Pty Ltd ACN 102 594 883	
Signed:	(By a person authorised by Outback Imaging)
Full Name:	
Dated:	

Outback Imaging Pty Ltd – Trading as EzeScan