

Annual Maintenance Agreement

The Customer and Redmap Networks (hereafter Redmap Networks) hereby agree as follows:

- **Redmap Networks** will provide software support for Redmap products to the Customer holding a current and valid software licence upon the terms and conditions herein contained. **Redmap Networks** may appoint another organisation as their support representatives and that support organisation will be responsible for carrying out the telephone support described herein under **Redmap Networks'** supervision.
- Support services will commence on the date of payment in advance of the Annual Licence and Support Fee and continue for twelve months thereafter.

Updates

There are two types of upgrade classes: Releases and Versions.

- (a) Release: Enhancements to the current functionality and fixes/patches to current functionality.
Free updates are updates of the release level of software purchased and current at the time of the next release. Such releases shall cover problem fixes and enhancements.
Free updates are subject to the Customer having maintained their Annual Licence and Support Agreement current and paid up since the initial purchase of the Redmap product. **Redmap Networks** may make a charge of \$16.45 per new release to cover disks, packaging and postage. This amount may be increased by the annual CPI increases with the result rounded up to the nearest 50 cents.
- (b) Versions: Enhancements that deliver new functionality.

Major additional functionality provided in the form of new and chargeable modules is not covered by this provision (a).

- **Redmap Networks** may, at its sole discretion, provide new versions to current customers for free, or at such reduced prices as it determines.
- A requirement of the free user upgrades for major versions, which contain significant additional functionality, will on occasions be that the user organisation undertakes upgrade training which is chargeable at standard **Redmap Networks** training rates. Notice of the new version and likely charges will be provided by **Redmap Networks** at the time of the release of a new version.

Extent of telephone support

- Telephone Support is provided "unlimited" for the first 3 months succeeding the first installation. Telephone Support is at no charge, unless identified as a chargeable action with the customer, for 8 hours of each year. After the 8 hours, each additional incident is charged at the then current Support Fees.
- Telephone support for Redmap products is for a limited number of nominated central contacts, usually one nominated person [as identified in the Licence Agreement] in the organisation who has been trained by **Redmap Networks** in the use of the Redmap product. Telephone support is intended to cover problems or provision of help to carry out a new function etc. It is not intended as a replacement for initial training or additional training.
- Telephone support is conditional on the user organisation making its own in-house Help Desk arrangements for users, and that the in-house Help Desk answer questions that have already been provided by **Redmap Networks**. It does not extend to providing advice or help in respect to general PC issues, operating systems or Windows software.

Nature of Telephone support

Telephone support shall consist of:

- (a) Providing advice on how to undertake a Redmap product operation; and
 - (b) Resolving Redmap product operating problems
- The Customer's representative seeking support must be **Redmap Networks** trained on Redmap products and have made reasonable efforts to discover for themselves the necessary information, including but not limited to reading the appropriate section of the manual and the on-line help and trying relevant menu or toolbar options.
 - In the case of Redmap product operating problems, **Redmap Networks** or their support representatives will make all reasonable efforts to resolve real problems which reasonably appear attributable to the Redmap software as quickly as possible and wherever practicable within 2 hours of the support contact, provided that all necessary information is provided at the time of initial contact.

Redmap Networks shall prioritise problems according to the following criteria:

- Class A.: Problems that result in the Redmap software being inoperable at the time of the Customer contact.
- Class B: Problems which seriously impact normal daily operations without making the software inoperable.
- Class C: Intermittent or non-critical problems which do not seriously impact day-to-day operations.

Problems reported, where they cannot be resolved in the initial phone contact, shall be resourced and acted upon in accordance with these priority classifications, in relation to all of the problems under action at that time.

Problem reporting

Where requested to assist in problem resolution the Customer shall complete and fax or email to **Redmap Networks'** support representatives the standard **Redmap Networks** problem reporting form.

Recovery of charges for phone or fax for STD calls and other incidental costs.

Redmap Networks reserves the right to recharge at cost STD phone, fax and modem costs and any other incidental costs including but not limited to postage and courier charges incurred in relation to providing support for the Customer.

Support Hours

Redmap Networks shall provide telephone support during the hours 9.00 am to 7.00 p.m. AEST from Monday to Friday inclusive, on normal Sydney business days.

On-site support

In the event that a problem is not otherwise resolved by telephone support, **Redmap Networks** may at its sole discretion elect to have a software engineer visit the Customer site. If that involves anything more than local travel costs or if it involves accommodation and meal costs, **Redmap Networks** may recover these amounts at cost from the Customer, but in such case must first advise the Customer of the approximate level of costs expected to be incurred in going on-site. In the event that the problem is then or subsequently found not to stem from a Redmap product, **Redmap Networks** may charge for the software engineer's on-site and travel time at the then current **Redmap Networks** standard, software support engineer's rate.

The Customer may also request a site visit for consultancy, process design, configuration or support on related matters and where this is agreed by **Redmap Networks**, **Redmap Networks** shall charge the Customer at the then current **Redmap Networks** standard software support engineer rate.

Current **Redmap Networks** standard software support rate:

\$220.00 per hour on site or in transit.

Minimum charge 2 hours.

Rate escalates at the annual rate of inflation as measured by the CPI with the resultant hourly rate rounded up to the nearest dollar.

Limitation of liability and Disclaimer

Neither party shall be in breach of this Agreement for any delay or failure to carry out or observe any provision in this Agreement if such delay or failure is due to any cause or condition beyond their reasonable control whether foreseeable or not.

Redmap Networks will not be liable for any consequential losses or damages including any arising from system failure or downtime whether or not as a result of any action taken or not taken by **Redmap Networks** or any associated party.

Except as expressly provided herein, **Redmap Networks** accepts no liability for claims, expenses or losses arising out of the use of any product/s by the Customer or arising out of any representations by the Customer to third parties.

General Provisions

This Agreement shall not be assigned or otherwise transferred (by operation of law or otherwise) by the Customer without the prior written consent of **Redmap Networks** which will not be unreasonably withheld. It shall extend to and be binding upon the successors, legal representatives and valid assigns of the parties. **Redmap Networks** shall be entitled to sub-contract with any third party for the performance of all or any part of its obligations herein.

The failure of either party to enforce at any time, any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of the other party thereafter to enforce each and every provision.

If any provisions of this Agreement are invalid under any applicable statute or rule of law, they shall cease to apply or to bind the parties but the remainder of this Agreement shall continue to be binding and in full force and effect.

This Agreement (together with any purchase agreement in respect of the Product/s) constitutes the entire agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other prior communications between the parties relating to the subject matter of this Agreement, including but not limited to, any Customer purchase order. This Agreement shall not be varied other than by an instrument in writing of concurrent or subsequent date hereto, executed by the duly authorised representatives of both parties.

This Agreement shall be governed by and construed in accordance with the laws of Australia.

Any dispute or conflict between the parties concerning the nature and substance of this Agreement should first be attempted to be resolved by negotiation. Should the process of negotiation fail to bring a conclusion within 30 days, either party can request the matter to be settled by arbitration. The agreed arbitrator shall be the President of the Australian Law Society or his nominee.



Governing Law

This licence is governed by the laws of Queensland.

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Name of Officer of the Company/Department
(Please print)

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Signature of Officer of the Company/Department

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Date Signed

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Name of Officer of **Redmap Networks Pty Ltd**(Please print)

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Signature of Officer of **Redmap Networks Pty Ltd**

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Date Signed