

VEROCARD SOFTWARE MAINTENANCE AGREEMENT

*** IMPORTANT INFORMATION - PLEASE READ CAREFULLY ***

The VeroCard Software Maintenance Agreement (**SMA**) provides clients with access to technical support and VeroCard Software updates for the corresponding VeroCard Software license. The SMA also entitles clients to access all electronic support services available at www.veroguard.com.au, including end-user documentation, knowledge base and FAQs.

After the SMA period expires, the VeroCard Software will continue to function, but you will no longer be able to access support or VeroCard Software updates (including security patches).

The Supplier will provide technical support to its SMA clients in accordance with the following terms and conditions.

This SMA is a legally binding document between you (meaning the individual person or the entity that the individual represents that has obtained the VeroCard Software for its internal productive use and not for outright resale) (**Client**) and the Supplier to access the SMA. Unless the Supplier agrees otherwise in writing, this SMA governs Client's access to technical support and VeroCard Software updates for the corresponding VeroCard Software license, except to the extent: (a) there is a separate written agreement set forth in a quotation issued by the Supplier; or (b) it is governed by a third party licensor's terms and conditions. Capitalised terms have meaning stated in the SMA.

By clicking on the "Agree" or "Accept" or similar button at the end of this SMA, or proceeding with the installation, downloading, use or reproduction of the VeroCard Software, or authorising any other person to do so, you are representing to the Supplier that you are (i) authorised to bind the Client; and (ii) agreeing on behalf of the Client that the terms of this SMA will govern the relationship of the parties with regard to the subject matter in this SMA and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this SMA. If you do not have authority to agree to the terms of this SMA on behalf of the Client, or do not accept the terms of this SMA on behalf of the Client, click on the "Cancel" or "Decline" or other similar button at the end of this SMA and/or immediately cease any further attempt to install,

If the Client does not agree to the terms of this SMA, you may not use the VeroCard Software.

1. DEFINITIONS

Contracted Services has the same meaning as in the Standard Terms & Conditions;

EULA means the Verocard Software End-User License Agreement posted on the applicable Supplier website, currently located at www.veroguard.com.au;

Standard Terms & Conditions means the then-current Standard Terms & Conditions of supply of VeroCards and the Contracted Services posted on the applicable Supplier website, currently located at www.veroguard.com.au;

VeroCards means the VeroCards provided by the Supplier; and

VeroCard Software means the software product supplied with a VeroCard.

2. TERMS AND CONDITIONS

- (a) The terms of this SMA are governed by the EULA.
- (b) The cost of the SMA support and maintenance is included as part of the Contracted Services.
- (c) The SMA covers general support.
- (d) The Supplier is not responsible and will not be held liable for any software installation undertaken by external parties.

3. VEROCARD SOFTWARE UPDATES

- (a) As with any software application, there will be upgrades and enhancements that are made as part of its life cycle. An active (valid and current) SMA entitles the Client to corresponding software releases, including service releases (new builds) and new versions (higher version number), of the software covered by the SMA.
- (b) All upgrades and enhancements of the VeroCard Software will be undertaken by the Supplier remotely directly to the VeroCards.
- (c) The Supplier will provide the Client with email notification when any new VeroCard Software versions that are to be or have been uploaded to VeroCards.

4. GENERAL SUPPORT

- (a) The Supplier Help Desk is capable of assisting with most technical issues and should be the first point of support contact.
- (b) The Supplier Help Desk provides a variety of support services to its SMA clients. All reported issues are assigned a support ticket to ensure that progress of the technical assistance can be monitored and tracked to maximise client satisfaction.

5. FIXING BUGS AND PROVIDING PATCHES

- (a) The Supplier Help Desk will help with workarounds and bug reporting.
- (b) Critical bugs will generally be fixed in the next maintenance release.
- (c) Back patches for critical bugs will generally be issued for current versions and one prior.
- (d) Non critical bugs will be scheduled according to a variety of considerations.

Note: Clients are responsible for maintaining their patches during upgrades and server migrations.