



Software Support Agreement

Organizersoft Pty Limited
253 Amess Street
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Direct correspondence to:
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Mobile:
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The term 'Software' as used in this agreement means Human Rights Advocacy Organizer, here after referred to as the Software.

Organizersoft will provide the Support Services listed below for the Software and the two contacts ('Designated Contacts') named by the Customer on page 5 of this agreement.

1. SUPPORT

Organizersoft will maintain a process to provide support for the Software to the Customer.

Support shall include

- (i) Diagnosis and resolution of problems or performance deficiencies of the Software as discussed in Attachment 1 below
- (ii) Any upgrades to the Software for which licenses are held within the period of the maintenance agreement including updates to User associated documentation
- (iii) 10 free telephone support calls per annum. Support calls over and above this number will be charged at our standard service rates for each 15 minutes or part thereof
- (iv) Immediate access to any bug repair releases
- (v) 10% discount on training, custom report development and configuration assessment
- (vi) An annual assessment of the ongoing business effectiveness of the supplied Software including introductory training for any new features. Such training would assume knowledge of the existing functions.

Exclusions:

Organizersoft restricts support to the product(s) supplied and nominated as the Software.

Consequently the following activities are excluded for this support agreement.

- (i) Installation & configuring of Operating System & Application software.
- (ii) Optional Software extensions which may become available under separate license from time to time.
- (iii) Damage caused by external forces, such as computer virus's, power surges, theft, fire, acts of God etc.
- (iv) Whilst efforts will be made to accommodate operator errors and alike, repeated support calls of the same kind may be subject to call out charges.
- (v) Third Party related problems such as problems with third party software or other such suppliers services etc.

Support Charges:

Support charges are documented in the current Schedule of Rates and Charges as applies at the time of this agreement. A copy of the current schedule is attached.

Organizersoft reserves the right to increase the fees in accordance with cpi, or in line with general computer industry charges.

The schedule of Rates will be reviewed annually and if necessary any adjustments will be advised with one month's notice.

Payment Terms:

Quarterly by cheque or direct debit

Notice of Termination:

This agreement will remain in force for a minimum period of 12 months. If for any reason it is cancelled within this period by the client, the remaining monthly support fee's for the total period

will be due and payable. The agreement will automatically be renewed each year unless advised in writing at least one month before the annual expiry.

Software Licenses:

Software is not purchased, but rather a License to use the software is purchased. The ownership of the software thus remains vested in the Organizersoft Pty Ltd. This means that software may not be reproduced or on-sold, as this infringes copyright.

International and Australian Laws and Treaties provide for heavy penalties for any breach of software licenses.

It is the responsibility of the Customer to ensure such breaches do not occur.

Organizersoft will only install / re-install software for which a valid software license is held.

Confidential Information:

Organizersoft undertakes to keep confidential any material made available to it during the term of this Agreement, which the Client has identified, as confidential. However, the term "Confidential Information" shall not mean any information which was previously known to Organizersoft without obligation of confidence, or, without breach of this Agreement, is publicly disclosed either prior or subsequent to Organizersoft's receipt of such information, or is rightfully received by Organizersoft from a third party without obligation of confidence.

All employees and contractors of Organizersoft sign and are bound by confidentiality agreements.

Contact Numbers:

Please contact us on **(0408) 382 918** or **(0488) 212 132**

Email: support@organizersoft.com.au

2. WARRANTY

Organizersoft will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but Organizersoft does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to Organizersoft Software running under the certified environments specified in the release notes for that product. Organizersoft will provide the Customer with substantially the same level of service throughout the term of this agreement. Organizersoft may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service.

THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. EXCEPT AS PROVIDED ABOVE, THE SERVICES AND MAINTENANCE ARE PROVIDED 'AS IS'.

Organizersoft is not liable for incidental, special or consequential damages for any reason (including loss of data or other business or property damage), even if foreseeable or if the Customer has advised of such a claim. Organizersoft's liability shall not exceed the fees that the Customer has paid under this agreement.

Customer agrees that the pricing for the services would be substantially higher but for these limitations.

3. TERM

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall automatically renew for consecutive one (1) year periods unless either party provides written notice of termination within sixty (60) days prior to the anniversary date of the Effective Date. Payment for each renewal term shall be due on the renewal date at the current rates for support of the Software. This agreement may be terminated for non-payment or material breach. Fees paid or due are non-refundable unless Organizersoft has materially breached this agreement and has failed to cure the breach after 30 days written notice.

4. GENERAL

- a) Each party acknowledges that it has read this Agreement; they understand the agreement and agree to be bound by its terms. Further, both parties agree that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. The Software and the use thereof is subject to the license agreement related to the Software.
- b) Times by which Organizersoft will perform under this agreement shall be postponed automatically to the extent that we are prevented from achieving them by causes beyond reasonable control.
- c) This agreement and performance hereunder shall be governed by the laws of the State of Victoria.
- d) No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the cause of action has arisen.
- e) If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.
- f) Customer may not assign or sub-license without the prior written agreement of Organizersoft, any rights, duties or obligations under this Agreement to any person or entity, in whole or in part. A sale of substantially all of Licensee's assets to a third party or any transfer of more than 50% of the voting stock of Licensee to a third party shall not constitute an assignment under this license.
- g) The prevailing party in any action related to this agreement shall have the right to recover its reasonable expenses including legal fees.

5. SPECIAL CONDITIONS

6. AGREEMENT SPECIFICS

Software supported: _____
License Count: _____
Monthly Support Fee: _____

Designated Contacts

Record full names followed by telephone number and e-mail address (Two maximum).

Contact 1
Name: _____
Telephone #: _____
E-mail Address: _____

Contact 2
Name: _____
Telephone #: _____
E-mail Address: _____

During the term of this agreement, the Customer may delete and add Designated Contacts by sending notification in writing on Customer's letter head and addressed to Organizersoft's Manager of Operations. We may rely on such notice to make the change.

ORGANIZERSOFT PTY LTD

Name: _____
Title: _____
Address: _____

Signature: _____ Date: _____

CUSTOMER

Name: _____
Title: _____
Address: _____

Signature: _____ Date: _____

The Effective Date of this agreement is: _____

Attachment 1 Software Problems and Performance Deficiencies

Organizersoft will provide telephone software support on a business day basis. Business day is defined as 9:00 AM through 5:00 PM eastern standard time, excluding holidays and weekends.

Organizersoft will use its best efforts to cure, as described below, reported and reproducible errors in the Software. Organizersoft utilizes the following four (4) severity levels to categorize reported problems:

SEVERITY 1 CRITICAL BUSINESS IMPACT

The impact of the reported deficiency is such that the customer is unable to either use the Software or reasonably continue work using the Software. Organizersoft will commence work on resolving the deficiency within one (1) hour of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 2 SIGNIFICANT BUSINESS IMPACT

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. Organizersoft will commence work on resolving the deficiency within two (4) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 3 SOME BUSINESS IMPACT

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. Organizersoft will commence work on resolving the deficiency within one (1) business day of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 4 MINIMAL BUSINESS IMPACT

Customer submits a Software information request, software enhancement or documentation clarification which has no or very minor operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. Organizersoft will provide an initial response regarding the request within one (1) business week.

This agreement is not intended as a consulting agreement for customer services.

With respect to severity one (1) reported deficiencies, Organizersoft may, with the concurrence of the Customer, elect to send senior support or development staff to the Customer location to accelerate problem resolution. Organizersoft will be responsible for the costs associated with this escalated problem resolution if the problem is determined to be related to supported Software. If it is determined that the problem was not related to the supported Software, the Customer agrees to pay reasonable travel and lodging expenses in addition to Organizersoft's standard consulting rates. Travel time will be charged at consulting rates.