SOFTWARE SUPPORT AGREEMENT

THIS AGREEMENT is made between DATABUILD, A division of ITW Australia PTY LTD. ACN 004 235 063 ("Databuild"), and Current Maintenance Customers ("Customer"), for a period of twelve (12) months and any Maintenance Term renewal, Databuild will supply the services described in Section 1 below to the Customer for which Databuild has granted a license to the Customer pursuant to a software license agreement between Databuild and the Customer.

1. Included Services

1.1. Availability of software releases via https://www.databuild.com.au/downloads

1.2. Access to a range of comprehensive training courses through the Databuild Learning Portal https://www.databuild.com.au/training

1.3. Access to telephone and email software support Monday to Friday 9 AM – 5 PM (Australian Eastern Time), excluding Public Holidays.

2. Databuild's Responsibilities

During Maintenance Term:

2.1. Databuild will use commercially reasonable efforts to assist the Customer to resolve problems in its use of the Databuild suite of products.

2.2. Databuild will provide access on its website to Software Updates of products to the Customer as soon as practical in the ordinary course of business after commercial release of the same.

2.3. Databuild will offer Services for the then current release of Product(s).

2.4. Databuild will offer Support Services for the release of Product(s) within the Maintenance Term. If the Maintenance Term has expired, please refer to 3.4.

3. Customer's Responsibilities

3.1. Customer is responsible for (i) hardware, (ii) operating system, (iii) network setup, (iv) network maintenance and (v) setup and use of any file access control systems.

3.2. Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Products.

3.3. If Databuild determines, in its sole discretion, in responding to a Customer request for Telephone Support that the solution is provided in Help Documentation, Databuild may guide the Customer's personnel to the specific Help Documentation for assistance as a solution to the problem.

3.4. Customer is responsible for requesting any Maintenance Term extension. If the Customer does not request and pay for a Maintenance Term extension, Databuild will charge an out-of-maintenance support fee for calls at a set rate per 10-minute block if the Maintenance Term has expired.

3.5. Customers choosing not to request and pay for a Maintenance Term extension will be forfeiting their access to Minor Releases and Software Updates. Should the Customer decide to renew the Maintenance Term at a later date, back payment of fees to the last date of expiry up to five (5) years will be charged in addition to the twelve (12) month Maintenance Term.

3.6. Customers with an expired Maintenance Term or using Version 2.70 or prior will not be eligible for Software Support. If the Maintenance Term has expired it must be renewed, or an out-of-maintenance support fee will be charged at a set rate per 10-minute block. Software Updates and Minor Releases are only authorised for Customers who hold an active Maintenance Term on the date of the New Release. Customers with an expired Maintenance Term will not be granted access to any subsequent versions of the software.

4. Databuild's Supported Software Products

4.1. Databuild version 2.71 and later.

4.2. Any Customer using version 2.70 or below will not be eligible for Software Support and must update to version 2.71 or later.

5. Annual Software Maintenance Fee

5.1. The Customer will pay Databuild an Annual Software Maintenance fee for the Software Products identified in Section 4 for the Services which shall be paid within thirty (30) days of the date of the invoice.

6. General Policies

6.1. Databuild reserves the right to limit or terminate support services to any Customer who uses the service in an abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing, and support availability are subject to change without notice.

6.2. Enquiries are limited to the following Databuild Product areas:
a) Installation, upgrade assistance (software only),
b) Basic usability and basic functionality as described in Databuild documentation.

6.3. Databuild does not claim to resolve connectivity issues caused by third-party services, service provider, hardware or software, or networking problems.

6.4. Databuild support does not cover enquiries on accounting or taxation issues, nor does it include application consulting.

6.5. The determination of the nature of the Customer query for these purposes will be made by Databuild Software Support Consultants.

7. Glossary of Terms

7.1. ***New Release***: A New Release is a new version of existing software that will change the version number.

7.2. ***Minor Release***: Minor Releases are made available to Customers who cannot get a program to work properly, as downloads. Sometimes Customers are sent a different, "higher" version than the one that they purchased; sometimes Customers are provided with specific download files with a fix for their particular problem.

7.3. ***Software Update***: A Software Update is a release that improves performance, supports a new operating system, or adds functionality, but doesn't usually add new content. Software Updates are provided to maintenance Customers at no charge. These can be downloaded from the Databuild website.