



ASSET MANAGEMENT SYSTEM SUPPORT AGREEMENT



Unit 24, 10 Yalgar Rd,
Kirrawee NSW 2231 Australia

E: sales@bcds.com.au | W: www.bcdsgroup.com
T: +61 2 8536 1000 | F: +61 2 8536 1001

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INTRODUCTION

- (A) The Agreement covers support and maintenance related to the supplied software solution, **AsTrack**, from company to client. Each item of the delivered solutions support requirements will be detailed in the document and their related processes.
- (B) The Supplier has expertise in the maintenance of software, and the Customer has appointed the Supplier to maintain and support the BCDS Solutions developed software on the terms of this Agreement.
- (C) The Customer has requested the Supplier host the delivered software on their dedicated 3rd Party servers, with understanding that this service abides to the terms and conditions of the third party service provider.
 - i) *Web Hosting is provided by BCDS Solutions via third party service provider [AWS Australia]; direct terms and conditions of the third party service provider can be provided upon request. The terms of this software agreement correspond to those specified by the third party provider, by which the supplier is bound.*

AGREEMENT

1. Definitions and interpretation

1.1 In this Agreement:

“**Charges**” means the amounts payable by the Customer to the Supplier under or in relation to this Agreement.

“**Effective Date**” means the date of execution of this Agreement;

“**Intellectual Property Rights**” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

“**Modifications**” means additions, edits, alterations and modifications made to the Software by the Supplier [or the Supplier's authorised sub-contractor] under this Agreement [including Upgrades applied to the Software in executable format only / in both executable format and source code format];

“**Personal Data**” has the meaning given to it in the Data Protection Act 1998;

“**Upgrades**” means [new versions of, and updates to, the Software released by the Supplier to its customers generally, whether for the purpose of fixing an error, bug or other issue in the Software or enhancing the functionality of the Software].

2. Term

The term of the Support and Maintenance Agreement is 12 months from the effective date.

3. Services

3.1 The Supplier will provide the Services specified to the Customer during the Term in accordance with the terms and conditions of this Agreement.

3.2 The Supplier may sub-contract the provision of any of the Services without obtaining the consent of the Customer.

3.3 The Supplier may suspend the provision of any Services if any amount due to be paid by the Customer to the Supplier under this Agreement is overdue by more than 30 days.

4. Payment

Payments related to the delivered system, provisioned items and support and maintenance must meet the expectations advised in the agreement. The Supplier has the right to suspend services if payment is overdue.

5. Warranties

5.1 The Customer warrants [and represents] to the Supplier:

- (a) that it has the legal right and authority to enter into and perform its obligations under this Agreement; and
- (b) that [the Software (including the Modifications) and any works or materials provided by or on behalf of the Customer to the Supplier for the purpose of assisting with or enabling the maintenance of the developed Software, and its use by the Supplier in accordance with the terms of this Agreement will not:
 - (i) infringe any person's Intellectual Property Rights [or other legal rights]

6. Limitations and exclusions of liability

The Supplier is not liable for events outside of reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

7. Termination

Termination of the agreement is not possible once the Term has commenced. The Customer has the obligation to provide the Supplier with written notification a minimum of 30 days prior to the renewal of the annual agreement. Written notice should be sent to the following address:

BCDS Solutions Pty Ltd
24/10 Yalgar Road
Kirrawee
NSW 2232

MAINTENANCE SERVICE LEVELS

1. Introduction

References in this section of the agreement are to the paragraphs of this section unless otherwise stated. Operational hours are based on AEST, extension to operational hours may increase dependant on the level of requirement; additional support hours will be conditional to regional or national request.

2. Helpdesk

2.1 The Supplier will make available, during Business Hours, a telephone and email helpdesk facility for the purposes of:

- (a) assisting the Customer with the proper use of the Software;
- (b) determining the causes of errors in the Software; and/or
- (c) fixing errors in the Software.

Helpdesk Contact Telephone: (+61) 2 8536 1000
Helpdesk Email Contact: support@bcds.com.au

3. Response and resolution times

3.1 The Supplier will provide the following for the BCDS Solutions developed software **AsTrack** only:

- (a) use all reasonable endeavours to respond to requests for Services made through the helpdesk; and
- (b) use all reasonable endeavours to resolve issues raised by the Customer, promptly / in accordance with the following response time matrix].

Onsite support and training, which may also involve travel of more than 50km distance from the **AsTrack** Support office, accommodation will be chargeable to the End User or Reseller as requested.

All activities outside of the agreed levels of Support & Maintenance is payable at the current rates at the time of request, and the Supplier will pass travel and accommodation costs directly to the End User or Reseller as requested. All resolution times are estimated and will be to best endeavour.

Severity	Examples	Response time	Resolution time
Critical	System Crash/Inaccessible	4 Hours	24 Hours
Moderate	Minor Issues/Non-Impacting	24 Hours	5 Days
Minor	Cosmetic Changes/Queries	48 Hours	Not Specified

4. Upgrades

4.1 The Supplier will:

- (a) give to the Customer reasonable prior notification of the general release of an Upgrade to the customers of the Supplier;
- (b) provide copies of such Upgrades to the Customer promptly following the general release of the relevant Upgrade to the customers of the Supplier; and,
- (c) apply such Upgrades to the Software promptly following the general release of the relevant Upgrade to the customers of the Supplier].

5. Development Services

5.1 From time to time during the Term the Customer may request that the Supplier provide development Services for the purpose of creating new functionality for the Software, in which case;

[the Supplier will only be obliged to perform such development Services if the parties agree in writing to their performance and agree to related development charges].

6. Limits on Services

- (a) the Supplier will cease to have an obligation to provide Services to the Customer upon termination of the agreement.
- (b) the Supplier may agree to provide additional Services to the Customer during that period, but the provision of such services will be subject to payment by the Customer of additional Charges at the Supplier's daily hourly rate[s].