

SOFTWARE SUPPORT AGREEMENT

BETWEEN

CSB Management Systems Pty Ltd
"Licensor"

AND

"Client Name"
"Licensee"

PRODUCT DETAILS

The Product being defined as:
CSOFT Accounting Software

Licence and Support details

LICENSEE ENTITLEMENTS

1. Correction of critical errors in the software or assistance to use corrective procedures to overcome problems.
The Licensor may correct such errors by patches or issuing new versions.
2. Help desk facilities between 9.00am to 5.00pm (local office time), Monday to Friday (excluding local and public holidays). A three hour response time to urgent queries is guaranteed by Licensor providing a detailed message is received. Assistance outside office hours may be available upon mutual agreement.
3. If there is no response within the designated 3 hours the Licensee may in very urgent cases contact backup support personnel.
4. Help is available outside normal hours by mutual agreement.
5. Receive information on upgraded versions which could mean enhancements or modifications to the software. The cost, if any, will be specified in writing in advance.
6. Receive changes due to legislative requirements such as taxation and ACC. These changes will be provided in time to allow for sufficient testing before they take effect.
7. Updated manuals will be issued with each new version, as may be applicable, or an update to the online manuals.

LICENSEE'S OBLIGATIONS

1. The Licensee undertakes not to modify the package software without the Licensor's consent. Should any modifications be made the Licensor cannot be held responsible for any problems relating thereto.
2. Not to provide or otherwise make available the software in whole or part to any other party.
3. The source code can be kept on magnetic or other media by the Licensee for security and backup purposes.
4. To maintain, in a secure place an up to date backup of the software.
5. To acknowledge that the software code and enhancements remains the property of the Licensor. The Licensor however agrees that specific modifications made to the Software relating to the client will not be used or provided to other clients unless otherwise agreed to by both parties. This however does not apply to changes made to the basic system package.
6. The right to use the software is only copyright to the Licensee company, excluding specific development projects as per 5 above.
7. To provide online access to allow the licensor access to the software to allow continued support.
8. The Licensee accepts all risk and responsibilities for consequences arising from the use of CSoft Accounting Software, whether singularly or in combination with other products. No claims for consequential damages will be entertained.

SUPPORT CHARGES

The support charge for services provided in this schedule are invoiced half yearly, or as agreed to by both parties.

The current annual charge is 15% of the software value. This software value will be reviewed from time to time. And the client advised of such changes should this be increased. The initial value will be based on the initial purchase price of the Software.

Your current charge is as follows:

CSoft per annum charge

- Value = \$ 0 (to be defined)
- Current Fee = \$ 0 (to be defined)

These may be adjusted in accordance with the current inflation rate, or as a result of an increase in the complexity of the software brought about by the upgrades or changes.

Sixty (60) days written notice will be given to the Licensee of any such increase in charges. The Licensee, on receipt of notice of increase in support charges has the right to terminate this agreement by notice in writing to the Licensor within sixty (60) days thereafter.

CHARGEABLE SUPPORT

1. Problems caused by operator omission.
2. Transferring software and live data to other computers.
3. Upgrading the software to an upgraded operating system.
4. Restoring the software due to hardware malfunctions.
5. Fixing problems caused by hardware, network or other factors.
6. Support of other software or devices not supplied by the Licensor.
7. Further enhancements and repairs not included in the original specifications.
8. Additional training due to new staff being appointed.
9. Any accounting assistance provided outside the normal scope of installing the software.
10. Any conversion work having to be done to convert data from another system to the current database format.
11. On site visits to review and correct an problems.

TERMINATION

This agreement may be terminated in writing by either party if any of the following events occur:

1. If either party breaches any provision of this agreement.
2. If any party should enter into liquidation or in any way cease to operate.
3. By mutual agreement.

The Licensee may, if any charges due have been paid, by giving the Licensor ninety (90) days written notice, terminate the software license and support agreement.

Terms of Trade

GST

All amounts are excluding GST, Vat or any other Taxes as may apply in various countries.

ASSIGNMENT

Neither party can assign this contract without agreement of the other party in writing.

ARBITRATION

Any controversy, dispute or claim arising out of this agreement shall be settled by Arbitration in accordance with NZ Arbitration Act 1908 and amendments thereto. All disputes will be settled in Auckland, New Zealand

Privacy Act as defined in Local Country

The Licensee agrees that the information collected, for the purposes of doing business with you, can be used for our own records and this may also be used for the purposes of credit checking and debt collection. The Licensor agrees that all information obtained in the process of working on clients data, or analysing data relating to the clients operations will be treated in strict confidence, and that no information will be disclosed or discussed with any third parties or other clients or their employees.

Price and Payment

Time for Payment shall be of the essence and will be stated on the invoice or as agreed to with the Licensee. If the due date is not stated then due date shall be as per normal trade terms as specified on the relevant invoice.

Default and Consequences of Default

We reserve the right to charge interest on all overdue amounts at 2.5% per month, compounding.

If the Licensee defaults in payment of any invoice when due, the licensee shall indemnify the Licensor from and against all the Licensor's legal costs and disbursements for collection or attempted collection of the defaulted amount calculated on a solicitors and own client basis.

If for any reason Licence and support fees are not paid by the due date the Licensor reserves the right to with hold support until the amount is paid in full.

CURRENT FEES

Our current hourly rate varies between \$120 and \$200 per hour or as mutually agreed to from time to time.

This may vary pending the type of work, or the charge rate of various staff. Travelling costs are also chargeable. This also applies to actual charges such as vehicle hire costs, airfares and accommodation.

SOURCE CODE

Should the Licensor sell the current operation then the source code will be transferred to the new Licensor. Should the Licensor however cease to operate altogether then the Licensee will have the right to the full source code and to have it adjusted by other developers. This excludes specific developments where the Licensor will have access to the source code relating to such developments.

PERIOD OF AGREEMENT

This agreement will initially run from 1 April each year 31 March next year. This agreement will continue annually as long as the software is used by the Licensee.

Upon non payment of the fees, the Licensors obligations will not apply, although the Licensee’s obligations still stay in affect as long as the software is used by the Licensee.

FOR LICENSOR

SIGNED _____ DATED _____

FOR LICENSEE

SIGNED _____ DATED _____