
EzeScan + Application Suite Annual Software Maintenance Agreement

This is a legal agreement between:

Between: **You** (the "Customer")
And: **Outback Imaging Pty Ltd ACN 102 594 883** ("Outback Imaging" or "EzeScan").

This agreement is for EzeScan Software Annual Software and Maintenance Services provided to on-premises Customers. For EzeScan Licensing conditions and license use-related matters please refer to the separate EzeScan Licence Agreement, which can be viewed under the help menu in the software application.

1. Definitions

"Agreement" means these terms and conditions as provisioned in this document.

"Annual Maintenance Fee" means the yearly fee for the maintenance service provided by Outback Imaging.

"Authorised Distributor or Agent" means a third party that is contractually authorised to resell EzeScan products.

"Business Days" means any weekday other than a public holiday in Queensland.

"Current Release" means the latest version of software published on the EzeScan website.

"Effective Date" means the date this Agreement is executed.

"Initial Period" means the period commencing on the Effective Date and ending twelve (12) months thereafter.

"Maintenance Services" means the general maintenance of the software and access to updates, upgrades and hotfixes.

"On-premises" means software that is installed and runs on computers on the premises of the person or organisation using the software, or in their private cloud.

"Preceding Release" means a release from the preceding twelve (12) months from the Current Release.

"Renewal Period" means the successive periods of twelve (12) months after the initial period.

"Term" means the term of this Agreement.

2. Annual Fee

2.1. EzeScan Maintenance Services are charged on an annual basis, with the initial period payable upfront with the product order (Effective Date).

- 2.2. The Annual Maintenance Fee for the subsequent Renewal Period will be charged annually from the Effective Date.
- 2.3. The price of EzeScan Maintenance Services is reviewed annually, and Outback Imaging reserves the right to increase the renewal pricing in line with any increase in the Consumer Price Inflation (CPI) 'Year Ended Percentage Change - All Groups' rate figure as published by the Reserve Bank of Australia.
- 2.4. EzeScan Maintenance Services will not be delivered to Customers whose monies have not yet been remitted to Outback Imaging or its Authorised Distributor or Agent.

3. Term

- 3.1 This Agreement shall come into force upon the Effective Date and shall continue for the duration of the Initial Period and, thereafter. This Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "Renewal Period"), unless:
 - (a) either party notifies the other party of termination, in writing, at least 60 Business Days before the end of any Renewal Period, in which case this Agreement shall terminate upon the expiry of the Initial Period or applicable Renewal Period; or
 - (b) otherwise terminated in accordance with the provisions of this Agreement, and the Initial Period together with any subsequent Renewal Periods shall constitute the "Term".

4. Maintenance Service Hours

- 4.1 EzeScan Maintenance Services are available between the hours of 8.30 am – 5.00 pm (Australia EST), Monday - Friday, excluding public holidays in Queensland, Australia.

5. Maintenance Services

- 5.1 Providing the Customer has complied with the terms of this Agreement, Outback Imaging shall provide Maintenance Services for:
 - (a) the Current Release of the Software for the term of this Agreement; and
 - (b) the Preceding Release of the Software for a period ending on the shorter of the term of this Agreement or twelve (12) months after the date the Current Release is made available; but
 - (c) Outback Imaging may, at its absolute discretion, elect whether to provide Maintenance Services for Software that has been modified in any way.
- 5.2 The Customer shall designate a primary IT Administrator and a secondary IT Administrator to conduct all communication with Outback Imaging with respect to the Maintenance Services. Outback Imaging is not obligated to deal directly with other representatives of the Customer.
- 5.3 The Customer must ensure that Outback Imaging is granted prompt remote access to the Customer's environment where the software is installed and to any relevant records or documentation required to provide the Maintenance Services. The provided remote access must allow EzeScan engineers to remotely control and modify the software without the assistance of the Customer. Failure to provide timely remote access may hinder the effective delivery of Maintenance Services and may result in additional charges to the Customer to reschedule the services.

- 5.4 The provision of Maintenance Services by Outback Imaging is limited to correcting program defects, correcting program non-conformance with documented features, and making minor user interface modifications to make the GUI easier to use.
- 5.5 EzeScan Maintenance Service requests should be logged via Outback Imaging's online service desk: <https://ezeScan.atlassian.net/servicedesk> Outback Imaging will assign one of the four following SPAR (System Problem Action Request) levels to the Customer's Maintenance Service request:
- (a) **"Severity level 1" or "SPAR 1" - Critical Problem.** A feature does not work as documented and the impact of the problem is severe for the Customer, and no workaround is currently available. This would normally require a rapid repair fix to be provided by Outback Imaging. Expected resolution time would be within two (2) business days.
 - (b) **"Severity level 2" or "SPAR 2" - Urgent Problem.** A feature does not work as documented, and the impact of the problem is serious but not severe. This includes situations where the Customer can continue using the Software but with some restrictions resulting in the degradation of major services/operations. This would normally require a workaround to be provided by Outback Imaging, followed by a rapid repair fix rolled into the next product minor release update. Expected resolution time would be within three (3) business days.
 - (c) **"Severity level 3" or "SPAR 3" - Normal Problem.** A Minor defect with a workaround available. This includes situations of documentation errors, which caused mistakes in the operation of the Software. The Customer can continue using the software without degradation of major services /operations. Documentation errors are normally corrected in the next product minor release update. Expected resolution time would be within ten (10) business days.
 - (d) **"Severity level 4" or "SPAR 4" - Minor Problem.** The documentation contains an error, or there is a trivial defect with little or no operational impact, or the Customer has a general question regarding product usage, that does not require immediate attention. Documentation errors are normally corrected in the next product minor release update. Expected resolution time would be within thirty (30) business days.
- 5.6 In response to Maintenance Service requests the Customer may be required to use either a workaround provided by Outback Imaging, or to install a hotfix supplied by Outback Imaging to correct the problem. It is the Customer's responsibility to implement the workaround or hotfix, as per the instructions provided by Outback Imaging onto their copy of the licensed software.

6. Maintenance Service Exclusions

- 6.1 The following services are not included in the EzeScan Maintenance Service and will incur additional charges:
- (a) Product training or retraining is not included as part of the maintenance services.
 - (b) EzeScan software installation, reinstallation, configuration, or reconfiguration is not included as part of the maintenance services. If the Customer requires new functionality in one of the EzeScan + Application suite modules, they can raise a Software Enhancement Request (SER) with Outback Imaging. The decision to implement the changes required in response to an SER is solely at Outback Imaging's discretion. Outback Imaging will charge a service fee for implementing the new functionality requested in an SER.
 - (c) Onsite assistance is not included as part of the maintenance services.

- (d) Extended service hours outside of 8.30 am - 5.00 pm (AEST) are not included as part of the maintenance services.
- (e) Provision of any services whatsoever to any other products that are not specifically included within the licenced EzeScan Application Suite modules.
- (f) “How to Use” requests.

7. Liability and Indemnity

- 7.1 In the event this Agreement constitutes the supply of goods or services to a consumer under the Competition and Consumer Act 2010 (Cth), as amended (the Act) nothing in this Agreement shall restrict, exclude, or modify the application of the Act. Outback Imaging then to the extent permitted by the Act limits its liability for consequential loss (including those losses concerning the corruption of data) for breach of condition or warranty to, and at its exclusive option to:
- (a) supplying the services again; or
 - (b) the payment of the cost of having the services supplied again.
- 7.2 The Customer shall at all times indemnify and hold harmless Outback Imaging and its officers, employees, and agents (“those indemnified”) from and against any loss, expenses or liability reasonably incurred or suffered by any of those indemnified arising from:
- (a) a breach by the Customer of its obligations under this Agreement; or
 - (b) any wilful, unlawful or negligent act or omission of the Customer.

8. No Liability for Damages: In no event shall Outback Imaging or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive or other damages whatsoever (including but not limited to damages for loss of business profits, loss of business information, business interruption, or any other pecuniary loss) arising out of the use of or inability to use this product, even if Outback Imaging has been advised of the possibility of such damages.

9. Termination

- 9.1 Outback Imaging may terminate this Agreement immediately by providing the Customer with written notice if the Customer:
- (a) is in breach of any term of this Agreement and such breach is not remedied within 14 days of receipt of written notice by Outback Imaging; or
 - (b) destroys or disposes of or loses custody of the Software; or
 - (c) becomes or threatens to become insolvent; or
 - (d) being a natural person dies.
- 9.2 In terminating the Agreement under Clause 9.1 Outback Imaging will:
- (a) cease providing the Maintenance Services;
 - (b) be regarded as discharged from any further obligations under this Agreement; and
 - (c) pursue any additional or alternative remedies provided by law.

10. Variation, Assignment and Severability

- 10.1 Only a Director of Outback Imaging, in conjunction with the Customer, shall be entitled (in writing) to vary the terms and conditions of this Agreement.
- 10.2 The rights and obligations of the Customer as specified in this Agreement are personal. They cannot be

assigned, charged or otherwise dealt with, and the Customer shall not attempt to do so without the prior written consent of Outback Imaging.

- 10.3 Where this Agreement relates to more than one (1) item of Software these terms and conditions shall apply separately to each item of Software. Any provision of these Agreements, that is prohibited or unenforceable, will be ineffective only to the extent of that prohibition or unenforceability. The prohibition or unenforceability will not invalidate the remaining provisions of this Agreement.

11. Entire Agreement: These terms and conditions supersede all prior written and oral understandings between the parties on the subject matter of this agreement and constitute the entire agreement between them relating to the licence of the material covered by this Agreement. There are no understandings or representations, express or implied, not expressly set out herein.

12. Applicable Law: This Agreement is governed by the laws of Queensland, Australia.

Customer

Signed: (By an authorised representative of the Customer)

Full Name:

Company/Entity Name:

Company/Entity Address:

Dated:

Outback Imaging Pty Ltd ACN 102 594 883

Signed: (By a person authorised by Outback Imaging)

Full Name:

Dated: