

**Maintenance and Support Agreement – VisionVPM
V8.2019**

Overview

This Support Agreement sets out the terms, on which Covetrus Software Services Pty Ltd (Covetrus), (“we”, “us” and “Supplier”) agree to provide Support and Maintenance Services to you, the customer (“you”, “your” and “Customer”).

Definitions

In this Agreement:

‘Additional Services’ means the services outlined in Schedule 2;

‘Additional Services Fees’ means the amount calculated using our then current rates for the Additional Services performed, plus all Incidental Expenses incurred by us in performing the Additional Services;

‘Covetrus Representative’ means the person set out on your Order Form, or any person nominated by us;

‘Business Day’ means a day that is not a Saturday, Sunday or public holiday in Tauranga, New Zealand or a NSW public holiday;

‘Confidential Information’ of a party means any information (i) relating to the business and affairs of that party, (ii) relating to the customers, clients, employees, sub-contractors or other persons doing business with that party, (iii) which is by its nature confidential, (iv) which is designated as confidential by that party, or (v) which the other party knows or ought to know, is confidential, and includes all trade secrets, knowhow, financial information and other commercially valuable information of that party, and in our case, includes the Supplier Material;

‘Fees’ means the Maintenance Services Fee and Additional Services Fees;

‘Human Support’ means the Maintenance and Support Services described in the ‘Human Support’ row in the table in Schedule 1;

‘Incidental Expenses’ means any expenses incurred by us in connection with the provisions of the Services, including travel, meal and accommodation expenses;

‘Insolvency Event’ in the context of a person means (i) a liquidator, receiver, receiver and manager, administrator, official manager or other controller, trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the person, (ii) the person or the person’s property or undertaking becomes subject to a personal insolvency arrangement or a debt agreement under any bankruptcy legislation applicable in the Jurisdiction, (iii) the person is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent under any relevant legislation applicable in the Jurisdiction, (iv) the person ceases to carry on business, (v) an application or order is made for the liquidation of the person or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the person, otherwise than for the purpose of an amalgamation or reconstruction;

‘Intellectual Property Rights’ means all industrial and intellectual property rights, both in the Jurisdiction and throughout the world, and includes any copyright, Moral Right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder’s right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights;

‘Interest’ means interest on any payment owing under this agreement calculated (i) at the rate which is 2% in excess of the published Australia and New Zealand Banking Group Limited variable interest rate for personal loans or, if lower, the maximum rate permitted by applicable law; and (ii) daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant Interest;

‘Jurisdiction’ means New Zealand or Australia, depending on Customer’s location;

‘Maintenance Services Fee’ means the maintenance services fee described in an Order Form applicable to the level of Maintenance and Support Services indicated in the Order Form;

‘Maintenance and Support Services’ means the services described in Schedule 1 applicable to the level of service indicated in the Order Form;

‘Moral Rights’ means (i) the right of integrity of authorship, (ii) the right of attribution of authorship; and (iii) the right not to have authorship falsely attributed, including those rights as conferred by the *Copyright Act 1994* and/or the *Copyright Act 1968*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement of this agreement;

‘Payment Method’ means the method of paying the Maintenance Services Fee;

‘Payment Period’ means the payment period described on the Order Form;

‘Related Entity’ has the meaning given to the term ‘Related Company’ in section 2(3) of the *Companies Act 1993* or the definition given to ‘Related Body Corporate’ in section 9 of the *Corporations Act 2001*;

‘Services’ means the Maintenance and Support Services and Additional Services;

‘Site’ has the meaning given to that term in the Software Licence Terms and Conditions;

‘Software’ means the software licensed by us to you under the Software Licence Terms and Conditions;

‘Software Developments’ means software developed by us in the provision of the Additional Services whether or not it forms part of the Software;

‘Software Licence Terms and Conditions’ means the software licence terms and conditions entered into between us (as Licensor) and you (as Licensee) on or about the date of this agreement;

‘Supplier Material’ means any material provided by us or to which access is given by us to you for the purposes of this agreement including documents, equipment, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules and data stored by any means;

‘Term’ means the term contemplated by clause 6.1; and

‘Update Support’ the Maintenance and Support Services described in the ‘Updates’ row in the table in Schedule 1;

1. Start Date

1.1 The commencement of this agreement is conditional upon the parties entering into our Software Licence Terms and Conditions in respect of the System.

2. Fees, Invoices and Payment

2.1 You must pay the Fees to us.

2.2 You must pay the Maintenance Services Fee to us in the manner and on the dates specified on the Order Form.

2.3 If there is a dispute about whether any Fee or other amount contemplated by this agreement is payable or available, you must not withhold the amount in dispute.

2.4 We may invoice you from time to time for the Fees.

2.5 You must pay the Fees in accordance with the following:

- (a) you must pay invoices by credit card, cheque or direct deposit into the bank account nominated by us from time to time.
- (b) payment of the Fees is due 14 days from date of invoice.
- (c) if no invoice is received by you then payment of the Fees is due within 14 days of the date indicated on the Order Form.

2.6 If you fail to pay any Fees in accordance with this agreement, without limiting any other remedies available to us, we may defer performance of all Services until the outstanding Fees are paid.

2.7 All Government charges, taxes (including, without limit, goods and services tax) and levies will be paid by you and are additional to any charges payable under this agreement.

2.8 We may amend the terms of this agreement, including:

- (a) the Payment Method applicable to the payment of Maintenance Service Fees under this agreement;
- (b) the Payment Period;
- (c) the amount or time for payment of any amount or payment; and
- (d) the amount or time for payment of any Additional Services Fee,

by giving 60 days’ notice to you of the amendments to this agreement which are to take effect at the end of the notice period.

3 Provision of our Support and Maintenance Services

3.1 Subject to you continuing to pay the Maintenance Services Fee in accordance with this agreement, we must provide the Maintenance and Support Services to you in volumes acceptable to us on the terms set out in this Agreement.

3.2 If we agree to perform any Additional Services requested by you then, subject to you paying the Additional Services Fees in accordance with clause 2.1, we must provide those Additional Services to you. For clarity, we may elect not to agree to perform any Additional Services at our option.

3.3 If you are a party to a current maintenance and support agreement with us, and have complied with all of your obligations under that agreement, then you will receive updates of the base Software programme at no cost to you. However, we have the right to charge you for the provision of new optional add-on modules.

4 Support and Maintenance Exclusions

4.1 For the avoidance of any doubt, the Support and Maintenance Services do not include:

- (a) support for Hardware systems including Printers and Scanners, Networks and Operating Systems.
- (b) support for system malfunctions caused by theft, fire, natural disaster, intentional/unintentional damage/deletion of files. It is strongly recommended that the client has adequate business insurance to cover such events and subsequent costs.
- (c) supporting systems damaged by a virus regardless of source. It is your responsibility to maintain and operate current and comprehensive anti-virus protection.
- (d) rectifying Data corruption problems caused by hardware failure or 3rd party software.
- (e) configuration changes, moves, additions or changes after installation setup may incur additional charges.
- (f) responsibility for backups.
- (g) rectifying problems as a result of deficient or non-current back-up.
- (h) on-site support.
- (i) re-configuration, de-installation or re-installation of the Software as a result of modifications to your local area network, changes to the operating system or hardware platform or your moving the Site or due to any malfunction in hardware.
- (j) on-going training of your staff other than initial training at the time of installation or as contemplated expressly in this agreement. Where requests from you indicate the need for training, training will be offered at a mutually agreed time and billed at the prevailing charge rate.
- (k) enhancements are not considered defects and will go through our product development processes to determine viability for new version or upgrade inclusion.
- (l) out of contracted hours work.

4.13 If we agree to provide support for any of the items stated above, we may charge for that support at our standard rates

and charges applicable from time to time, plus travel and accommodation if applicable.

5. Your Obligations and Responsibilities:

5.1 You must:

- (a) make personnel available and to provide information, facilities, services and equipment as and when needed so that we can perform our obligations.
- (b) perform regular back-ups of your data and software and store same off site.
- (c) validate the fidelity and recoverability of your back-ups.
- (d) install and maintain up-to-date Anti Virus protection of your data and software.
- (e) use trained personnel to operate the software in accordance with our training recommendations.
- (f) promptly notify us of any error messages or problems with the Software.
- (g) use best endeavours to secure and prevent the unlawful copying of the Software.
- (h) ensure that your Site is properly prepared prior to the implementation of the Software, to a level where Software can be installed in a manner which ensures performance to specification.
- (i) ensure that designated equipment upon which the Software is to be installed meets or exceeds specifications advised by us.

5.2 We do not accept any liability for damage to data, the Software or other systems as a result of remote access. You agree to implement security, backup and disaster recovery procedures to protect against damage as an unlikely result of remote access.

5.3 You give us the authority to deal directly with your relevant service or network providers and/or any sub-contractors, on your behalf, in order to provide the services set out in this Agreement.

5.4 You must:

- (a) provide us with access to your system and/or premises and the Site to enable us to provide the Services;
- (b) follow our directions in connection with the provision of the Services;
- (c) cooperate with us and act reasonably in connection with this agreement and receipt of the Services;
- (d) ensure that we are your exclusive provider of services the same as or similar to the Services in respect of the Software;
- (e) use a version of the Software that is not more than two versions older than our then current version of the Software;

- (f) install updates or upgrades to the Software as directed by us from time to time; and
- (g) not install updates or upgrades to the Software in any order other than that advised by us from time to time.

5.5 You are also responsible:

- (a) to notify us, within 7 days of occurrence, of any issues which arise in relation to the Software which may require the performance of Services in accordance with this agreement;
- (b) to ensure that your representative is available at all times, during which we are performing any Services, to answer any questions we may have in relation to the performance of those Services;
- (c) to provide details in advance of any changes to your hardware, software or equipment that may impact on our ability to provide the Services;
- (d) to obtain broadband internet access satisfactory to enable us to provide the Services remotely;
- (e) to provide access for our remote support tool;
- (f) to provide us with the administrative access or rights required to investigate and resolve the incident;
- (g) prior to making a request for any Human Support:
 - (i) refer to the online help in the Software (press F1) and the Documentation;
 - (ii) consult other Software users within your organisation to verify that a problem exists; and
 - (iii) upon making a request for Human Support, ensure the following information is readily available:
 - (aa) program version – this appears on the ‘splash’ screen when first logging in to the Software;
 - (bb) a description of the exact sequence of events that occurred prior to your problem occurring, including any error message which appeared on your computer screen;
 - (cc) details of the computer experiencing the problem and other computers on your network;
 - (dd) your narrative description of the problem including all known relevant facts, including but not limited to any changes in staff, hardware and operating system software or network configuration; and
 - (ee) copies of any relevant reports and screen dumps.

5.6 You acknowledge and agree that if you do not comply with the provisions of section 5 then we are only required to endeavour to provide the Services.

6. Term and Termination

6.1 This agreement commences on the Commencement Date and continues until terminated in accordance with this clause 6.

6.2 If:

- (a) you commit a breach of this agreement;

- (b) an Insolvency Event occurs in relation to you; or
- (c) the Licence Agreement is terminated for any reason,

then we may terminate this agreement by notice to you in which case this agreement will terminate on the date specified in that notice or, if no date is specified, immediately.

6.3 If we:

- (a) commit a material breach of a fundamental term of this agreement that has a material and adverse effect on you; and
- (b) fail to remedy that breach within 60 days of receiving notice from you requiring that we remedy that breach,

then you may terminate this agreement by notice to us in which case this agreement will terminate immediately.

6.4 We may terminate this agreement at any time by notice to you in which case this agreement will terminate at the end of the current Payment Period.

6.5 You may terminate this agreement by 1 months' notice given to us by sending an email to the Covetrus Representative's email address sales, or by mailing such notice to us, in which case the notice will be deemed to be calculated from the date upon which we receive your notification.

6.6 You acknowledge that we may terminate this agreement under clause 6 without considering the impact of the termination on you.

6.7 On termination of this agreement:

- (a) we are entitled to retain all Fees paid by you;
- (b) accrued rights or remedies of a party are not affected;
- (c) you must deliver to us any of our Confidential Information or other property in your care, custody or control

6.8 Termination of this agreement will not affect any provision of this Agreement which is expressly or by implication intended to come into force or continue on or after the termination.

7. Support Reinstatement

7.1 If our Support and Maintenance is terminated or otherwise lapses, a recommencement fee will be charged to commence or reinstate support, in order to bring the Software up to the latest specifications and releases. The reinstatement charge will be based on the current rate charged by us at the time. We have the right to charge you for the costs associated with providing you with any Software updates, at our then current price for the provision of those updates, in the event that you have not previously received those updates as a consequence of you not complying strictly with your payment obligations under this agreement.

8. Force Majeure

8.1 Neither party will be liable under this agreement for a failure to perform their respective obligations under this agreement or at law (excluding any obligation to pay money) if the failure

arises from or is in connection with any of the following force majeure events (whether happening in New Zealand/Australia or elsewhere), namely any acts of God, refusal of licence or other government act, fire, explosion, accident, industrial dispute, impossibility of obtaining materials, or anything beyond the relevant party's control. You acknowledge and agree that we will not be liable for a failure arising from or in connection with any failure by a network or service provider, or a force majeure event applicable to its employees, suppliers, agents, subcontractors outside of our control.

9. Disputes

9.1 Either party may require any dispute between the parties arising out of or in connection with this Agreement which has not been resolved within 10 working days to be referred to arbitration. The arbitrator will be mutually appointed by the parties. In the event that the parties cannot agree on an arbitrator, the Arbitrator will be appointed by the President for the time being of the New Zealand Law Society or the New South Wales Law Society, depending on Customer's location.

9.2 The arbitrator will conduct the arbitration in accordance with those guidelines agreed between the parties or, if the parties cannot agree on those guidelines within 14 days following appointment of the arbitrator, in accordance with the guidelines set by the arbitrator.

9.3 In the event of an arbitration carried out in accordance with clause 9.2:

- (a) the arbitration shall be otherwise conducted pursuant to the prevailing legislation in New Zealand or Australia, depending on Customer's location, that governs the conduct of arbitrations (if any); and
- (b) the parties' respective responsibilities for the costs of the arbitration shall be determined by the arbitrator.
- (c) the decision of the Arbitrator shall be final and binding on the parties.

9.4 The provisions of clauses 9.2 to 9.3 will not limit or affect the right of either party to apply to a court at any time for any interim or preliminary relief in respect of the Dispute.

10. Limitation of Remedies:

10.1 We will not be liable for any general, special, indirect, or consequential damages, including but not limited to, loss of profits or loss or corruption of data.

10.2 Subject to clauses 10.1, and 11, our liability for any loss or damage, however caused (including by our negligence), suffered by you in connection with this agreement is limited to the Fees paid by you under this agreement in the 12 months prior to you first suffering loss or damage in connection with this agreement.

10.3 The limitation set out in clause 10.2 is an aggregate limit for all claims, whenever made.

10.4 Any claim by you against us for loss or damage however caused (including by our negligence), suffered by you in connection with this agreement must be made within 1 month of your prospective claim manifesting itself, and any prospective claim not made within 1 month is absolutely barred.

10.5 Where diagnostic assistance is requested from us and it becomes evident that the fault is caused by third party hardware or software and not the Software, we reserve the rights to charge for time and costs involved. Such charges will be made at the rate current on the day that assistance is provided.

10.6 To the maximum extent permitted at law, we disclaim all other warranties, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, non-infringement or title, with regard to the Software. Without limiting the generality of the foregoing, we will have no responsibility for damage or destruction to any computer system, data, information property or equipment.

11. Exclusion of statutory warranties

11.1 For avoidance of doubt, you acknowledge and agree that you are acquiring the goods or services under this agreement for the purposes of a business.

11.2 To the maximum extent permitted by law, we exclude all statutory warranties and guarantees in respect of the goods and/or services being provided under this arrangement which are imposed by the Consumer Guarantees Act if in New Zealand or the Trade Protection Act in Australia, and any collateral legislation in either jurisdiction.

12. Your warranties

12.1 You represent and warrant, and it is a condition of this agreement, that:

- (a) you will comply with the Software Licence Terms and Conditions;
- (b) where you are a corporation or a company having limited liability, you are incorporated (or taken to be incorporated) or registered and validly existing under relevant legislation in the Jurisdiction;
- (c) where you are a corporation or a company you have the corporate power to own its assets and to carry on your business as that business is now being conducted;
- (d) you have full power and authority to enter into and perform your obligations under this agreement;
- (e) you have taken all necessary action to authorise the execution, delivery and performance of this agreement in accordance with its terms;
- (f) the execution, delivery and performance by you of this agreement does not and will not violate (i) your constitution or other constituent documents; or (ii) any encumbrance or document which is binding upon it or any Related Entity or any assets of it or any assets of a Related Entity;
- (g) no litigation, arbitration, dispute or administrative proceeding has been commenced, is pending or to your knowledge threatened, by or before any Government Agency, and no judgment or award has been given, made or is pending, by or before any Government Agency, which in any way questions its power or authority to enter into or perform its obligations under this agreement; and
- (h) you do not, and your assets do not, enjoy immunity from any suit or execution.

(i) all information provided by you or on your behalf to us is accurate and is not, whether by omission of information or otherwise, misleading;

(j) you have not withheld from us any document, information or other fact material to our decision to enter into this agreement; and

(k) you did not rely upon any representation made to you by us or any Related Entity of us (if any) prior to entry into this agreement.

12.2 The representations made and warranties given in clause 12.1 are regarded as repeated each day during the Term with respect to the facts and circumstances then subsisting.

13. General

13.1 We may, without your prior written consent, sub-contract any of the maintenance or any part of this agreement to a third party. Unless otherwise notified by us, such third party costs and charges are included as part of the maintenance charges.

13.2 **Rights cumulative:** Unless expressly stated otherwise in this agreement, the rights and remedies under any indemnity or otherwise provided under this agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

13.3 **Time of the essence:** Time is not of the essence in the performance of obligations under this agreement except in relation to performance of payment obligations.

13.4 **Amendments:** This agreement may only be amended by written agreement between all parties.

13.5 **Approval and consent:** Where this agreement contemplates that we may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, we may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons, unless this agreement expressly requires otherwise.

13.6 **Costs:** Each party must bear its own costs in relation to the preparation, negotiation, signing and performance of this agreement. You must pay all taxes, duties, government charges and other taxes of a similar nature (including fines, penalties and interest) imposed or levied in the Jurisdiction or overseas in connection with the performance of this agreement.

13.7 **GST:** You must pay Good and Services Tax in accordance with New Zealand or Australian law in respect of all Fees and amounts required to be paid to us under this agreement.

13.8 **Non solicitation:** You must not entice away or attempt to entice away any of our employees or contractors, or engage or employ any such person for a period of 6 months after the person ceases to be engaged or employed by us without our prior written consent.

13.9 **Assignment and novation:** You must not assign, in whole or in part, or novate your rights and obligations under this agreement without our prior consent. **We may assign our interest under this agreement.** If required by us, you must

enter into a deed of novation of this agreement with us and a third party nominated by us on terms specified by us.

- 13.10 **Counterparts:** This agreement may be executed in any number of counterparts and all counterparts together make one instrument.
- 13.11 **Entire agreement:** This agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.
- 13.12 **Further assurances:** Each party must do all things and execute all further documents necessary to give full effect to this agreement and refrain from doing anything that might hinder the performance of this agreement.
- 13.13 **Governing law and jurisdiction:** If Customer is located in New Zealand, the laws of New Zealand govern this agreement; and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand and courts competent to hear appeals from those courts. If Customer is located in Australia, the laws of New South Wales govern this agreement; and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and courts competent to hear appeals from those courts.
- 13.14 **Interest upon default:** Without limiting any other remedies available to us, if you fail to pay any amount payable under

this agreement, you must pay Interest on that amount from the time it falls due until that amount is paid in full.

- 13.15 **Joint and several liability:** If a party to this agreement consists of more than one person then an obligation of those persons under this agreement is joint and several.
- 13.16 **Waiver:** The failure of a party at any time to require full or partial performance of any provision of this agreement does not affect in any way the right of that party to require that performance subsequently.
- 13.17 **Severability:** Each provision of this agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.
- 13.18 **Recovery:** You are liable for, and indemnify us from and against, all legal costs incurred by us in connection with any claim or allegation by us against you in connection with this agreement including any claim or allegation that you have breached this agreement including by failing to pay the Fees.
- 13.19 **Confidentiality:** Each party agrees to keep confidential, and not to use or disclose, other than as permitted by this agreement, any Confidential Information of the other party provided to or obtained by that party prior to or after entry into this agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR ARRANGEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THE AGREEMENT.

SCHEDULE 1

Maintenance and Support Services

1. Maintenance and Support Services

The Maintenance and Support Services, subject to the selected Level of Maintenance and Supported Services, are:

Service	Description						
Fault Correction	Rectification of Software faults agreed to be rectified by the Supplier (eg correction of unintended, broken or non-functioning aspects of the Software).						
Updates	Providing feature or new version releases of the Software made generally available by the Supplier to its customers (if any) from time to time as determined by the Supplier.						
Website Access	Access to the Supplier's website for technical resources for self-help support, and product updates subject to the Level of Maintenance and Support Services selected.						
Human Support	Support in the form of online support, telephone, fax and electronic mail help desk support to assist users with queries and potential Software faults, as provided in the table below. Fees will apply for updates to your Software if you are not current with the payment of all of the fees payable under this Agreement, or do not have a current Maintenance and Support Agreement. Support Hours: Business days 8.30am – 5.00pm in local jurisdiction. Outside these hours support may be available at the discretion of the Supplier. This will be dependent on the availability of appropriate resources and expertise. Any work outside of support hours will be chargeable.						
	<table border="1" style="width: 100%;"> <thead> <tr> <th>Mode</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Email</td> <td>Support is available by email on the email address advised by the Supplier from time to time, and as at the date of this agreement is support.visionvpm@covetrus.com</td> </tr> <tr> <td>Phone</td> <td>Support is available by telephone on the telephone number advised by the Supplier from time to time, and as at the date of this agreement is 0800 847 876.</td> </tr> </tbody> </table>	Mode	Details	Email	Support is available by email on the email address advised by the Supplier from time to time, and as at the date of this agreement is support.visionvpm@covetrus.com	Phone	Support is available by telephone on the telephone number advised by the Supplier from time to time, and as at the date of this agreement is 0800 847 876.
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2. Classification of Service Requests

In providing the Maintenance and Support Services the Supplier may classify and prioritise the Customer's requests for Maintenance and Support Services in accordance with the following:

Item	Description	Priority level target
Incident Report	General user query – how to perform an operation, is a function available etc.	Will be attended to following completion of higher priority requests
Severity Three Bug	A bug that does not prevent the Software from continuing to operate while the bug exists. The bug does not affect the core business of the Customer, or a known workaround exists.	Moderate
Severity Two Bug	A bug that causes functionality of the Software to be impeded. The bug does not affect the Customer's normal business operations, or a temporary known workaround solution is available, or the Customer can wait a limited time for a permanent solution. If the problem persists it could result in downtime to the Customer's business.	High
Severity One Bug	A bug that causes the Software's functionality to be severely hampered or prevented or that requires immediate attention to prevent loss or damage to the Customer. The bug interrupts the production workflow of the area reporting the problem, and there is no known workaround available.	Very High

3. Exclusions from Maintenance and Support Services

The Maintenance and Support Services do not include:

- (a) any services which come within the scope of Additional Services; or
- (b) any services which would not have been necessary had the Customer, in the opinion of the Supplier, fully complied with its obligations under this agreement.

SCHEDULE 2

Additional Services

The Additional Services are any services other than Maintenance and Support Services, including those services listed in the table below.

The service below will only be provided at our discretion when time and resources permit. An hourly rate will be charged for those Additional Services as well as the costs of travel and incidentals to provide the service.

Additional Service	Description
Development services	<ul style="list-style-type: none"> ▪ Development services to extend the capabilities of the Software. ▪ Product development work, including changes applied to the current product release. ▪ Development services to create new modules, additional features and enhancements to existing functions of the Software.
Training services	<ul style="list-style-type: none"> ▪ Training of Customer staff.
Onsite services	<ul style="list-style-type: none"> ▪ Any Services which cannot be performed remotely or which the Customer requires to be performed at the Site or another location requested by the Customer.
Rectification services	<ul style="list-style-type: none"> ▪ Any services required where the Software: <ul style="list-style-type: none"> ▪ is altered, damaged or modified by the Customer or its agent; ▪ is installed on any hardware or in combination with other software, except as specified in the Documentation or as directed by the Supplier; and ▪ has not been used at all times properly and in accordance with the Documentation and directions by the Supplier, including through the incorrect installation of updates and new versions of the Software.
Hardware services	<ul style="list-style-type: none"> ▪ Any service to or setup of hardware outside of the requirements of the Software. ▪ Printer setup and configuration within Windows Operating Systems. ▪ Network cabling. ▪ Hardware or peripheral repairs.
Software services	<ul style="list-style-type: none"> ▪ Any service to or setup of other software outside of the requirements of the Software. ▪ Internet installation or support ▪ Networking ▪ Virus cleanup
Afterhours services	<ul style="list-style-type: none"> ▪ Service outside the normal Support Hours