



RedCat Pty Ltd
Contract for Base Support and Maintenance of RedCat Software

This agreement is made between:

RedCat Pty Ltd (RedCat) of Level 11, 380 St Kilda Road, Melbourne Vic 3004, ABN 88 090 409 920

and: _____(the Client)

of _____ ABN _____

whereby RedCat agrees to provide support and maintenance for the software listed below (the Software) subject to the following terms and conditions.

RedCat must:

- provide the Client with Help Desk Support for software problems between the hours of 9am - 5pm on business days. Support is limited to Support Limitations listed below.
- provide the Client with dial in support for problem debugging and corrections during base support hours, if the Client has provided a suitable connection method.
- entitle the clients accountant/bookkeeper to a copy of the SmartFinance for the purpose of handling the clients accounting requirements
- provide the Client with new releases of the software as they become available,
- provide the Client with corrections to RedCat software errors reported by the Client, excluding any items listed under Warranties,
- provide a new registration file when required as a result of Client hardware replacement or reconfiguration,
- consider Client enhancement requests.

The Client must:

- pay their contract renewal invoice immediately, RedCat accounts (for maintenance, services or hardware) not paid within 30 days will result in the lapsing of this agreement.
- apply new releases of upgrades sequentially. It is not possible to upgrade from older versions to new versions by skipping upgrades.

The Software

The following RedCat Software will be supported and maintained under this agreement: (please indicate by)

- SmartFinance SmartWages SmartStock SmartPOS (... Terminals)
- SmartPay SmartBook SmartDelivery Remote Location/FTP

Fees

The current fee payable by the Client to RedCat under this contract is: \$..... per annum payable in advance. (The renewal of the contract will be offered at the then current rates).

Support Limitations

Support inquiries are limited to Redcat Software only and only in the areas of:

- Installation/upgrade assistance,
- Basic functionality and use as detailed in the Redcat Documentation. Support does not include consultancy assistance in mapping and advising clients setup and use of the software in relation to its own business. This is available at a separate fee.

Redcat reserves the right to limit support calls/inquiries to half an hour and to limit each call to one issue or query.

Redcat reserves the right to terminate support to a client for excessive or abusive manner.

Support does not include:

- Hardware issues/problems. Upon diagnosis of a hardware issue referral will be made to an appropriate entity for resolution.

- Networking or connectivity problem resolution outside of the Redcat Software. Upon diagnosis of such issues referral will be made to an appropriate entity for resolution.
- Any third party software or services
- Any inquiries on general business, accounting or taxation issues
- Application consultancy
- In depth training

Warranties

Any warranty implied whether by law, custom or otherwise is, to the full extent permitted by law, hereby excluded.

If RedCat breaches any condition or warranty implied by the Trade Practices Act 1974 (Cth) or any applicable law which cannot lawfully be excluded, then to the extent permitted by applicable law, the liability of RedCat is limited to the refund of the fees paid for the current year.

Without limiting the generality of the foregoing, RedCat shall have no responsibility or liability for errors in the software caused by the client's environment with particular reference to any malfunction of computer hardware, software (other than RedCat software) or networking.

Disclaimer of Damages

In no event will RedCat be liable to the Client for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the execution of this contract.

Duration

This contract remains in force for 12 months from the date of the system installation for new systems, or until the current expiry date if the contract is accepted under a transfer of an existing system and, with the agreement of both RedCat and the Client, may be renewed at the then current rates.

The above terms and conditions are agreed.

Business Name: RedCat Pty Ltd.
 Client Signature: Signature:.....
 Date: Date:.....