

Harmony RightAddress Services Agreement	
Supplier, we, our, us	Mastersoft Group Pty Ltd ABN 91 151 055 800 Level 3, 20 Bond Street, Sydney, NSW 2000 (Mastersoft) Contact: Shirley Jackson Phone: +612 9053 6321 Email: sjackson@mastersoftgroup.com
Licensed Services	See Schedule 1 – as per the chosen pricing plan
Commencement Date	See Schedule 1 - with Immediate Effect
Fees	See Schedule 1 - as per the chosen pricing plan
Term	See Schedule 1 – as per the chosen pricing plan but typically twelve months (12) months minimum contract term
Salesforce Org ID	See Schedule 1 – as per the chosen pricing plan but typically twelve (12) months minimum contract term Please add Salesforce Org ID Details.

RECITALS

- A. The Supplier performs the business activity of supplying data management services including address validation.
- B. The Supplier in the course of providing the services grants software licences to customers for the purpose of accessing and using the services.
- C. The Recipient wishes to receive the Services (as described in Schedule 1 of this Agreement) and the Licences (as described in Schedule 1 of this Agreement) that may be required to access and use the Services.
- D. The Supplier will supply the Services subject to the provisions of this Agreement.

1. DEFINITIONS

Capitalised Definitions

Meanings apply to capitalised terms used in this Agreement as specified in this provision, unless the context otherwise requires.

“Agreement” means this Harmony RightAddress Services Agreement including Schedule 1, Schedule 2 (Australia Post Mandatory Recipient Terms) and Schedule 3 (Support Services)

“Consequential Losses” means any loss or damage which is indirect, consequential, special, exemplary or incidental, any loss of profits, revenue, anticipated saving or business opportunity, damage to goodwill or loss of data, however caused or arising.

“End User” means any customer of yours to whom you make available or propose to make available the Services;

“External Supplier” means any entity which provides to the Supplier for the provision of the Service any data, information, software or remote hosting of cloud services;

“Fees” means the charges specified under the caption Licence Fee or Service Fee in Schedule 1;

“GST Law” has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Insolvency Event” in relation to a party (insolvent party) means:

- a) the insolvent party ceases or takes steps to cease to conduct its business in the normal manner;
- b) the insolvent party enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;
- c) the insolvent party is unable to pay its debts when they are due or is deemed under the Corporations Act 2001 (Cth) to be insolvent;
- d) (d) a liquidator or provisional liquidator is appointed to the insolvent party or a receiver, receiver and manager, administrator, trustee or similar official is appointed over any of the assets or undertakings of the insolvent party; or
- e) an application or order is made or a resolution is passed for the winding up of the insolvent party.

“IP Claim” has the meaning given to that term in Clause 9.1.

“Licence” means any licence in relation to the Services granted by the Supplier to the Recipient, including the Licensed Items;

“Licensed Items” means any software, the data contained therein and any related documentation made available by MasterSoft to the Recipient (as described in Item 2 of Schedule 1).

“Licence Term” means the term described in Item 3 of Schedule 1.

“Loss” includes any cost (including reasonable legal costs on a solicitor and client basis, whether incurred by or awarded against the relevant party), expense, loss, damage, charge or liability;

“Permitted Purpose” means the permitted purpose as defined in Clause 15 of Schedule 2.

“Prohibited Purpose” means each of the prohibited purpose as defined in Clause 16 of Schedule 2.

“Purpose” means the internal business purpose of the Recipient (including assisting with provision of its products and services and engaging with its customers).

“Representative” means any officer, employee, consultant, agent, contractor or subcontractor of either of us, who is involved in the activities to which this Agreement relates.

“Services” means the supplying of data management services including address validation services (including the provision of the Licences) and all other services supplied by Mastersoft to the Recipient under or in connection with this Agreement.

“Service Commencement Date” means the date specified under the caption Commencement Date in schedule 1;

“Solution” means the Supplier’s solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the PostConnect Data or its derivative works, and is licensed to the Recipient under this Agreement.

“Submitted Transaction” means a single address selected by a user or customer and submitted through to a back-end system or systems.

“Supply Documentation” means each document or reference item containing information or instructions relating to the operation of the Services, provided or disclosed by the Supplier to the Recipient;

“Support Service” means any support service specified in Schedule 3 (Support Services);

“Tax Invoice” has the meaning given by the GST Law.

“Unexpected Delay” means any delay in providing the updated Solution that is caused or contributed to by an act or event (including the non-performance of your obligations) that is beyond our control or was not reasonably foreseeable by us at the date of this Agreement.

“Term” means the period commencing on the Commencement Date and ending on the expiry of the period specified in Item 3 of Schedule 1;

2. LICENCE SUPPLY

2.1 Software Licence

The Supplier grants to the Recipient an irrevocable, non-exclusive and non-transferable licence to use and access the Services during the Licence Term.

2.2 Licence Support

During the Term, the Supplier will provide the Support Service required for the Recipient to use and access the Services.

3. CHARGES

3.1 The Supplier will issue a Tax Invoice for the Fees which the Recipient must pay within 30 days.

3.2 Unless otherwise stated in the Tax Invoice the Fees exclude GST. You agree to pay any applicable GST we may be required to apply to the Fees by law upon provision of a Tax Invoice to you.

3.3 The Recipient must pay to the Supplier the Fees, in the amount and on the dates specified under the caption Licence Fee listed in Schedule 1.

3.4 The Supplier and the Recipient will agree a process for monitoring the address lookups using the Service. Where the Recipient can evidence (by reference to the Recipient's systems) that address lookups using the Service appear to be, but are not initiated from the Recipient's systems:

- a) such address lookups will not be classified as Submitted Transactions and will not be included in the calculation of the Licence Fee; and
- b) the Supplier will work with the Recipient to prevent such address lookups from occurring.

4. RECIPIENT RESPONSIBILITIES AND TERMS OF USE

4.1 The Recipient represents and warrants that:

- a) it has full capacity, power and authority to enter into this Agreement;
- b) it will fully and completely comply with all of the terms and conditions of this Agreement;
- c) it will only use the Service for the Permitted Purposes and it will not use the Service for any Prohibited Purpose;
- d) it will not make any representation, statement or promise in respect of the Service, and has no authority to do so; and
- e) it has not relied on any representation made by the Supplier in entering into the Agreement.
- f) Without limiting this clause, the Recipient acknowledges that the Supplier, and any External Supplier, has not made and does not make any representation or warranty as to the accuracy, content, completeness or operation of the Service or to them being virus free

- 4.2 The Recipient acknowledges and accepts that the Service is not complete and it may contain errors.
- 4.3 The Recipient acknowledges that the Service may include data sourced from third parties. The Recipient agrees to comply with third party terms and conditions which apply to the third party data referenced in this Agreement to the extent that the Recipient has been notified of those terms and conditions and has consented to comply with them.

5. LIMITATION OF LIABILITY

- 5.1 The Supplier is not responsible:
- a) if you or an End User fails to use the Services in accordance with the Agreement;
 - b) for any fraudulent or other illegal activities conducted by you or an End User in using the Services;
 - c) if any equipment or software including any browser or server software operated by a third party fails, if a computer virus enters your system as a result of the Services, except to the extent it was caused or contributed to by us;
 - d) for any damage to equipment, hardware, programs or data, whether stored or used with the Service or otherwise, including the costs of repairing such equipment or hardware and the costs of recovering such programs or data, except to the extent it was caused or contributed to by us.
- 5.2 To the extent permitted by law, other than to the extent expressly set out in this Agreement, we make no representations or warranties either express or implied, in relation to the quality, merchantability, performance or fitness for a particular purpose of the Services:
- a) that the Services will meet your requirements;
 - b) that your use of the Services will be uninterrupted or error free or that any errors or defects in the Services will be corrected; or
 - c) regarding the interoperability, compatibility or coexistence of the Service with your operating system or particular network environment or hardware.
- 5.3 Each party's liability to the other for any Loss or cause of action however arising (including for negligence or under any indemnity) is limited to the amount payable by you under the Agreement during the previous 12 month period.
- 5.4 A party will only be liable to the other party for that proportion of the total Loss that that party has caused or to which that party has contributed.
- 5.5 A party will not be liable for any Loss, or failure to provide the Services which is caused by an Unexpected Delay or which arises as a result of us relying on any false, misleading or incomplete Information or for any Consequential Losses.
- 5.6 The limits on liability in this clause do not apply to any Loss or cause of action arising from an IP Claim, death or personal injury caused by us, our fraud or willful misconduct, or your obligation to pay the Fees.
- 5.7 Each party will indemnify the other party for any Loss incurred by the other party arising out of any death or personal injury, or any fraud or willful misconduct caused by that party.
- 5.8 You indemnify us for any Loss incurred by us as a result from you not using the Service in accordance with the Purpose or failure to pay the Fees.

6. INTELLECTUAL PROPERTY

- 6.1 All intellectual property rights existing prior to the date of this Agreement shall belong to the party that owned such rights immediately prior to execution of the Agreement. Neither party shall gain by virtue of this Agreement any intellectual property rights owned by the other.
- 6.2 We and our External Suppliers will retain ownership of all intellectual property in the Services, any Supply Documentation, and variations of the Services (including any amendments, enhancements, modifications or updates).
- 6.3 Any new intellectual property rights in Australia Post PAF created by the Recipient or for the benefit of the Recipient are assigned immediately upon creation to Australia Post Distribution.
- 6.4 You must notify us immediately of becoming aware of any suspected infringement or alleged infringement by an End User or anyone else of the intellectual property rights in the Services. You agree to co-operate with us in relation to any suspected or alleged misuse or infringement involving your End User.

7. CONFIDENTIALITY

- 7.1 Each of us acknowledges that all confidential information disclosed or made available by one party (the Disclosing Party) to the other party (the Recipient) in connection with this Agreement is to be considered confidential and the proprietary property of the Disclosing Party. The Recipient agrees to:
- a) maintain the Disclosing Party's confidential information in trust and confidence and limit its use to the Purpose set out in this Agreement;
 - b) use at least the same degree of care as it employs in protecting its own trade secrets, proprietary and confidential information from disclosure and unauthorised use, but always at least a reasonable degree of care; and
 - c) not disclose all or any portion of the specifications, techniques and information relating to the Services or the Solution (including the use, functionality or performance of the Solution) to any third parties, other than as permitted by this Agreement.
- 7.2 The Recipient may disclose confidential information of the Disclosing Party:
- a) that is required to be disclosed by applicable law, order of any court, tribunal, authority or regulatory body, rules of any stock exchange or any professional standard, as long as the Recipient:
 - b) discloses only the minimum amount of confidential information required to satisfy the law or rules; and
 - c) before disclosing any confidential information, to the extent permitted by law, gives a reasonable amount of notice to the Disclosing Party and takes all reasonable steps (whether required by the other party or not) to maintain that confidential information in confidence.
- 7.3 The Recipient acknowledges that the confidential information disclosed to it constitutes valuable and proprietary information of the Disclosing Party.
- 7.4 The Recipient acknowledges that damages may not be a sufficient remedy for the Disclosing Party for any breach of the Agreement and the Disclosing Party and its Representatives are entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Agreement by the Recipient or any of its Representatives, in addition to any other remedies available at law or in equity.
- 7.5 Your observations, feedback or comments on the Services or the Solution may be your Confidential Information. The Supplier may use such observations, feedback and comments for the purpose of improving the Service.

8. TERMINATION

- 8.1 Either party may terminate the Agreement immediately by prior written notice to the other party if:
- a) the other party commits a breach of the Agreement which is capable of remedy, and fails to remedy that breach within 30 business days from the date the first party notifies the other party of that breach;
 - b) the other party commits a material breach of any of its obligations under the Agreement, which is not capable of remedy;
 - c) there is a change of circumstances beyond our reasonable control (such as regulatory related developments) that prevents us from providing the Services to you; or
 - d) an Insolvency Event occurs in relation to the other party;
- 8.2 Either party may terminate the Agreement at its convenience upon 30 Business Days prior written notice. Any such termination will result in a pro-rata refund to the Recipient of any Fee which the Recipient has paid to the Supplier in advance.
- 8.3 Upon termination of the Licence for the Solution, as described in Schedule 2, this Agreement will be automatically terminated.
- 8.4 If the Agreement is terminated in whole or in part under this clause, you must, at your own cost in respect of the terminated Services:
- a) pay any outstanding Fees to us up to the date of termination;
 - b) cease using the Services and ensure End Users cease using the Service;
 - c) remove the Service and any references to the it from the your website or anywhere else it is located and to certify that removal in writing to us; and
 - d) where requested by us, return or destroy any Supply Documentation or any of our property to us.

9. INDEMNITIES

- 9.1 The Supplier will indemnify you against any Loss suffered or incurred by you arising out of any claim that use of the Service in accordance with this Agreement infringes the intellectual property rights or moral rights of any person (IP Claim).
- 9.2 Each party must promptly notify the other of any IP Claim of which it has notice (unless the other party is already aware of the IP Claim). You agree to provide assistance reasonably requested by us to defend any IP Claim. The Supplier will have sole control of the defence of any IP Claim and any resulting settlement negotiations.
- 9.3 If an IP Claim is made, the Supplier will (without prejudice to our obligations above) promptly and at our own expense, either:
- a) procure for you the right to continue to use the relevant Service as contemplated under this Agreement free of any claim or liability for infringement; or
 - b) (replace or modify the relevant Service so that it becomes non-infringing (provided such replacement or modification continues to provide the same performance and functionality and does not adversely affect the use of the relevant Solution or Service);
 - c) And, if and only if our efforts to procure the right for you to continue using the Service, or replacement or modification of the Service have been exhausted, terminate this Agreement immediately with written notice to you.
- 9.4 The Supplier will have no obligation to defend and indemnify you for any IP Claim to the extent that the IP Claim results from.
- a) a correction or modification of the relevant Service by a third party authorised by you or not provided or authorized by us;
 - b) use of the relevant Service other than in accordance with the Purpose, our direction or the Agreement; or
 - c) the combination of the relevant Service with any other software or service without our approval.

10. WARRANTIES

- 10.1 Each party represents and warrants that it:
- a) is entitled to enter into the Agreement and perform its obligations under this Agreement;
 - b) has all licenses, authorisations, consents, approvals and permits required by applicable laws in order to perform its obligations under the Agreement;
 - c) will at all times comply with any applicable laws; and
 - d) will at all times have in place appropriate security and virus detection software and processes (such as firewalls) in order to prevent and detect computer viruses and/or unauthorised access to its IT system.
- 10.2 To the extent permitted by law, the Supplier disclaim all warranties and conditions, either express or implied, in relation to the Services other than any written warranty made in the Agreement. This includes, without limitation, any warranties in relation to accuracy or availability of the Services. Our total liability for any breach of a term, condition or warranty implied by law and which cannot be excluded is limited to providing the Services again.
- 10.3 You will, and warrant that you will, ensure that the Services and any information any End User acquires by reason of that End User utilising the Services, is used only for the Purpose and otherwise in accordance with the terms of the Agreement.
- 10.4 The Supplier represents and warrants that:
- a) we hold and will at all times maintain all necessary licences and consents to provide the Services;
 - b) in performing our obligations under the Agreement, we will exercise the degree of care, diligence and skill expected of a service provider supplying the same class of Services;
 - c) the Services shall perform materially in accordance with the Supply Documentation; and
 - d) we will provide you support and abide by the performance expectations set out in Schedule 3.

11. DISPUTE RESOLUTION

11.1 Each party agrees to:

- a) in the event of dispute, give prompt notice to the other party with the reasonably detailed particulars of the dispute;
- b) promptly after the receipt of notice of a dispute, arrange to meet to discuss the dispute and negotiate in good faith to resolve the dispute without resorting to legal proceedings; and
- c) if the parties are unable to solve the dispute in accordance with the above, use reasonable endeavours to resolve any dispute that arises in connection with the Agreement by mediation before bringing a legal claim or starting legal proceedings against the other.

11.2 Nothing in this clause, prevents either party from seeking any urgent interlocutory, injunctive or equitable relief in relation to its rights under the Agreement.

11.3 Both parties will pay their own costs in relation to this clause.

12. COSTS

12.1 Each party must pay its own costs in relation to:

- a) (documentation): the negotiation, preparation, execution, performance, amendment or registration of, or any consent give or made; and
- b) (performance): the performance of any action by that party in compliance with any liability arising, under this Agreement, or any agreement or document executed or effected under this Agreement, unless this Agreement provides otherwise.

13. ASSIGNMENT

13.1 Neither party may transfer any right or liability under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, except where this Agreement provides otherwise.

14. NOTICES

14.1 Form

Any notice to or by a party under this Agreement must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender or under the seal of or any power of attorney conferred by the sender.

14.2 Service Method

Any notice may be served by delivery in person or by post or facsimile transmission to the address or number of the recipient as set out in page 1 of this Agreement or as otherwise notified in accordance with this Clause 14, and is effective for the purposes of this Agreement upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report.

15. GOVERNING LAW AND JURISDICTION

15.1 Governing Law

This Agreement is governed by the laws of New South Wales and the parties submit to the jurisdiction of its courts.

16. GENERAL PROVISION

16.1 Waivers

Any failure or delay by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

16.2 Force Majeure

- a) Neither party is liable to the other party for any loss incurred by that other party as a direct result of either party failing or being prevented, hindered or delayed in the performance of its liability under this Agreement by reason of a force majeure event.
- b) The party affected by a force majeure event must as soon as practicable notify the other party in writing of any anticipated delay due to that force majeure event and use all reasonable endeavours to perform its liability under this Agreement.
- c) Either party may terminate this Agreement immediately on providing written notice to the other, if the delay due to the force majeure event continues for a period in excess of the period of 30 days from the date of notification.

16.3 Remedies

The rights of a party under this Agreement are cumulative and not exclusive of any rights provided by law.

16.4 Severability

Any provision of this Agreement which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

16.5 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

17. DICTIONARY

“Business Day” means a day that is not a Saturday, Sunday or public holiday in Sydney, Australia.

“Confidential Information” in relation to any person, means information which at any time is in the knowledge, possession or control of that person, or any related entity, associate entity, employee, agent or contractor of that person, relating to the business, assets, operations or affairs of that person, or any related entity or associate entity of that person, which is confidential by its nature or which is or has been marked or otherwise specified by any means as being confidential.

“Customer” includes any customer, client, contact, licensee, buyer or purchaser, or any employee or agent of any customer within any previous meaning;

“Dollar” or **“\$”** means the lawful currency of the Commonwealth of Australia at any time;

“Force Majeure Event” in relation to any person, means any fact beyond the reasonable control of that person which prevents, hinders or delays that person from or in the performance of any liability of that person under any agreement, including:

- a) any act of God, peril of the sea or unavoidable accident of navigation;
- b) war or hostilities, whether declared or undeclared, terrorist action, sabotage, riot, insurrection, civil commotion, malicious damage or national, federal, state, district or local emergency, whether factual or legal;
- c) fire, flood, storm, cyclone, lightning strike, earthquake or landslide;
- d) explosion, epidemic, quarantine, radiation or radioactive contamination;
- e) failure breakdown or shortage of any power, water, communications or other supplies or services from any public utility or supply of fuel, labour or material; and
- f) any governmental requisition or illegality due to change of law;
- g) computer hacking, sabotage or failure by any external party or supplier

but excluding any fact resulting from any action, or omission, of default of that person, or any employee or agent of that person;

“GST” means any tax under any GST law as defined in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999;

“Intellectual Property” in relation to any person means any intellectual, industrial or commercial property, right or interest of that person, whether within or outside Australia, including:

- a) any patent, trade mark, service mark or design;
- a) any copyright, including any future copyright or analogous or similar right;
- b) any utility model, eligible layout right or plant variety right;
- c) any business, trade or commercial name or designation, brand name, domain name, logo, symbol, source indication or origin appellation;
- d) any confidential information;
- e) any other industrial, commercial, agricultural or extractive right derived from intellectual knowledge or activity of any industrial, scientific, literary or artistic nature or description, whether relating to any manufactured or natural product or otherwise, including any works or subject-matter other than works;
- f) any exclusive or non-exclusive licence, licence agreement or other right to use or grant the user of, or to become the registered proprietor or use of, any previous item;
- g) any application for registration, right to apply for or maintain any registration or other right arising under any legal action in relation to any previous item; and

h) any document of title, letters patent, deed of grant or other document or agreement relating to any previous item, whether registered or unregistered or recorded or unrecorded, stored or incorporated in any medium of any nature or description;

“Software” in relation to any person, means any computer software developed by or for, owned by or licensed to that person, or any related entity or associate entity of that person, including any application and data for access or use on, through or in conjunction with the internet or any website;

Schedule 1 – Fees

1 Commencement Date
With immediate effect

2 Licensed Items
Harmony RightAddress for web as outlined in the chosen pricing plan; or
Harmony RightAddress for Salesforce as outlined in the chosen pricing plan

3. License Term
The Licence Term commences on the Commencement Date and continues for an initial minimum period of twelve (12) months from the Commencement Date and will automatically renew on an annual basis thereafter; unless terminated earlier in accordance with the Agreement.

4. Service Fee
The Service Fee, is payable in advance for the first (12) twelve months of the Licence Term commencing from the Commencement Date will be as outlined in the Pricing Plan, plus GST and invoiced annually in advance.
The Supplier reserves the right to increase and/or change the Service Fee giving 30 days' notice of the same.
The increase and/or change to the Service Fee could relate to the following reasons, however these are representative reasons only and are not exhaustive:

- Market changes
- Changes in the services offered
- Increase in costs associated with delivering the services, such as royalty payments

5. Transaction Fees
Additional Submitted Transactions / or Users will be charged as outlined in the Pricing Plan.

Transactions are considered Submitted Transactions for billing purposes if:

- a. the Harmony RightAddress 'transaction' has been installed by you, the number of Submitted Transactions received from the 'transaction' call;
- b. the 'transaction' call is not installed; then 20% of the total number of licensed transaction services will be chargeable

The Supplier provides access to a self-service portal to enable you access to the Submitted Transaction report; and a notification will be sent to you when 50, 75, 95 and 100% of your annual volume of submitted transactions has been consumed.

You can add additional notifications if you require these.

Schedule 2 – Australia Post Mandatory Recipient Terms

1. Definitions

Capitalised Definitions

Meanings apply to capitalised terms used in this Agreement as specified in this provision, unless the context otherwise requires.

“**AMAS**” means the Australia Post Address Matching Approval System, which is the AMAS Program.

“**AMAS Approved Software**” means the version of software produced by the Supplier that encapsulates or uses the PostConnect Data and approved by Australia Post in accordance with AMAS which (when used in conjunction with the PAF) can Validate, match and correct address files, and append correct DPIDs, the software shall include any modifications to that software or new releases or versions of that software approved by Australia Post.

“**Claim**” means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

“**Corporate Group**” means a group of Single Legal Entities consisting of the Corporate Group Owner and up to nine nominated Subsidiaries (as defined in the Corporates Act) of the Corporate Group Owner.

“**Corporate Group Owner**” means a Single Legal Entity that is the Holding Company (as defined in the Corporations Act) of each of the other entities of the Corporate Group.

“**Delivery Point Identifier**” or “**DPID**” means an eight character code which has been developed by Australia Post to enable delivery points to be uniquely identified.

“**Existing Address Database**” means an address owned or provided by the Recipient or a third party (including but not limited to an address which may be provided in a database, list, file or similar or provided as part of an interactive address capture process described as a “rapid” product as described in the AMAS Developers Guide) but which expressly excludes the PostConnect Data.

“**List Creation**” means the use of the Supplier Solution by the Recipient to create a new record or records containing address information or to enter a new address for an existing record provided that:

- a) the Recipient only uses the Supplier Solution to Validate the address information for the record on or about the same time as the address is collected and entered into the Recipient’s records;
- b) the records created by the Recipient this way must not include any information from the PostConnect Data (including but not limited to DPID) other than the address information; and
- c) the Recipient must not represent that its records have been verified against the PostConnect Data.

“**Loss**” includes any cost (including reasonable legal costs on a solicitor and client basis, whether incurred by or awarded against the relevant party), expense, loss, damage, charge or liability;

“**Permitted Purpose**” and “**Prohibited Purpose**” are defined in Clauses 15 and 16, respectively, of this Schedule 2.

“**Personal Information**” has the meaning given to that term in the Privacy Act 1988 (Cth).

“**Postal Address File**” or “**PAF**” or “**PAF Basic**” means the Postal Address File which is a database created by Australia Post containing information on addresses to which Australia Post may deliver mail, the information associated with each address record on the PAF consists of:

- a) a DPID; and AUSTRALIA POST
- b) the address details in a correct address format; and
- c) reference files that contain common variations to the address details.

“**PostConnect Data**” means each data set which is supplied and licensed to the Supplier by Australia Post, and licensed by the Supplier to the Recipient, as specified Schedule 1.

“**Privacy Law**” means the Privacy Act 1988(Cth) and any legislation from time to time in force in any Australia affecting privacy, Personal Information or the collection, handling, storage, processing, use or disclosure of Personal Information.

“**Related Body Corporate**” has the meaning set out in section 50 of the Corporations Act 2001.

“**Single Legal Entities**” means an individual person, body corporate or other legal entity.

“**Solution**” means the Supplier’s solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the PostConnect Data or its derivative works, and is licensed to the Recipient under this Agreement.

“**Validate**” means matching, correcting (including adding missing data to an existing address), manipulating, sorting, comparing and/or validating an Existing Address Database, and Validation and Validating have corresponding meanings

2. Licence

- 2.1 Supplier grants to the Recipient a non-exclusive, non-transferable, revocable licence for the Licence Term to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.
- 2.2 If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.
- 2.3 Any rights not specifically granted to the Recipient under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the Recipient must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered a Prohibited Purpose for the purposes of that Schedule.
- 2.4 For the avoidance of doubt, the Recipient shall not:
- a) reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the PostConnect Data (or directly or indirectly allow or cause a third party to do the same) including by using the PostConnect Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and
 - b) create a Product (as defined below) or other derivative works from the PostConnect Data to commercialise as their own, unless that Product is solely for one of the Permitted Purposes. "Product" means anything produced by the Recipient which consists of, incorporates or is created using any part of the PostConnect Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.
- 2.5 This Clause 2 (and the Prohibited Purposes) does not prevent the Recipient from disclosing PostConnect Data to the extent that it is required or authorised by law to disclose the PostConnect Data, provided that the Recipient uses all reasonable and legal means to minimise the extent of disclosure, and require the recipient to keep the PostConnect Data confidential.

3. Warranties and Acknowledgements

- 3.1 The Recipient represents and warrants that:
- a) it has full capacity, power and authority to enter into this Agreement;
 - b) it will fully and completely comply with all of the terms and conditions of this Agreement;
 - c) it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;
 - d) it will not use the Solution for any Prohibited Purpose;
 - e) it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and
 - f) it has not relied on any representation made by Australia Post in entering into the Agreement.
- 3.2 Without limiting this clause, the Recipient acknowledges that Australia Post has not made and does not make any representation or warranty as to the accuracy, content, completeness or operation of the PostConnect Data or to them being virus free.
- 3.3 The Recipient acknowledges and accepts that the PostConnect Data is not complete and it may contain errors.
- 3.4 The Recipient acknowledges that the PostConnect Data may include data sourced from third parties. The Recipient agrees to comply with third party terms and conditions which apply to the third party data referenced in this Agreement to the extent that the Recipient has been notified of those terms and conditions and has consented to comply with them.

4. Confidentiality and Security

- 4.1 The Recipient must ensure that while the Solution is in its possession or control:
- a) it provides proper and secure storage for the Solution; and
 - b) use the same level of security to protect the Solution that it uses to protect its own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information);
 - c) it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.

- 4.2 Confidentiality and security obligations apply to all forms of media upon which the Solution is kept or transmitted.
- 4.3 The Recipient will ensure that all copies of the Solution are dealt with in accordance with the Supplier's or Australia Post's reasonable directions.
- 4.4 This Clause 4 will survive termination or expiry of the Agreement.

5. Privacy

- 5.1 The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.
- 5.2 The Recipient agrees:
- a) that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;
 - b) to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;
 - c) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;
 - d) not to do any act or engage in any practice that would breach any Privacy Law;
 - e) to immediately notify the Supplier if the Recipient becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the Recipient, its Related Body Corporate or any of its Representatives;
 - f) to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;
 - g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;
 - h) to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and
 - i) to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the Recipient that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.

5.3 This Clause 5 will survive termination or expiry of the Agreement.

6. Intellectual Property Rights

6.1 The Recipient agrees that all intellectual property rights in the PostConnect Data are and shall remain the sole property of Australia Post or its Suppliers.

6.2 The Recipient must notify the Supplier as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of intellectual property rights in the Solution or in the PostConnect Data.

6.3 The Recipient must render all reasonable assistance to the Supplier and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in Clause 6.2.

6.4 If a third party makes a IP Claim against the Recipient alleging that the Solution infringes the Intellectual Property Rights of the third party, the Recipient must immediately allow the Supplier (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.

6.5 This Clause 6 will survive termination or expiry of the Agreement.

7. Audit

7.1 Recipient shall provide Australia Post and/or its agents reasonable accompanied access upon reasonable prior notice, during 9am and 5pm on a Business Day, to its premises, accounts and records relevant to the Agreement, for the purpose of verifying and monitoring the Recipient's obligations under the Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit.

7.2 If it is identified (through the Audit or otherwise) that the Recipient has not complied with an obligation under this Agreement, then without limiting any other rights or remedies, upon the request of Supplier, the Recipient will promptly take all necessary steps to rectify and / or remedy such non-compliance.

7.3 The cost of any Audit carried out under Clause 7.1 shall be borne by Australia Post unless the Audit reveals a material breach by the Recipient of its obligation under this Agreement, in which case Australia Post shall be entitled to be reimbursed by the Recipient for all reasonable costs of the Audit (including any agent's fees) and the Recipient shall so reimburse Australia Post within twenty (20) Business Days of such request.

7.4 For the avoidance of doubt, a "material breach" for the purposes of this Clause 7 includes, without limitation, any breach of Australia Post's Intellectual Property Rights or any breach of material terms.

7.5 Where the Recipient does not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with Clause 7.1 then the Recipient must pay Australia Post all reasonable costs incurred by Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of Australia Post's invoice in respect of the same, and Australia Post may by written notice immediately suspend the supply and the Recipient's use of the Solution.

8. Liability

Australia Post not liable

8.1 To the extent permitted by law, Australia Post is not liable to the Recipient for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the Recipient releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.

8.2 Without limiting Clause 8.1 To the extent permitted by law, Australia Post is not liable to the Recipient for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, to the extent permitted by law, Australia Post will not be liable to the Recipient for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the Recipient arising out of or in connection with this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.

9. Indemnity

9.1 The Recipient must defend and indemnify Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:

- a) any breach of a Material Term by the Recipient or its Representatives;
 - b) any unlawful act by the Recipient or its Representative in connection with this Agreement;
 - c) any illness, injury or death to any person arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the Recipient or its Representative;
- or

- d) any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement and caused or contributed to by the negligent or wrongful act or omission of the Recipient or its Representative,
- e) except to the extent that the Loss is caused by the negligence or wrongful act or omission of those indemnified.
- f) This Clause 9.1 will survive termination or expiry of the Agreement.

10. Suspension and Termination

- 10.1 The Supplier may limit, suspend or terminate the Recipient's rights under this Agreement at any time upon notice when, and for the duration of the period during which:
- a) the Recipient contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;
 - b) the Recipient breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice from the Supplier specifying the breach and its intention to terminate the Agreement by reason of such breach; or
 - c) the Recipient commits a material breach of the Agreement which is not remediable; or
 - d) in the reasonable opinion of the Supplier, the Recipient is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or the Supplier specifying the issues; or
 - e) the licensed right granted by Australia Post to the Supplier for the licensing of the PostConnect Data has been suspended or terminated. Any such termination by the Supplier pursuant to this Clause 10.1e) will result in a pro-rata refund to the Recipient of any Fee which the Recipient has paid to the Supplier in advance.
- 10.2 The Recipient acknowledges that the Supplier may exercise its rights under this clause in accordance with the directions of Australia Post.
- 10.3 The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:
- a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or
 - b) any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.

10.4 If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the Recipient must cease using the Solution and the PostConnect Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and PostConnect Data, or any part thereof made, held or controlled by it and, promptly upon written request from the Supplier, deliver a statutory declaration sworn by an authorised representative of the Recipient confirming that all copies, reproductions or adaptations of the Solution and PostConnect Data, and any part thereof, have been destroyed.

11. Variation

11.1 Pursuant to the agreement between the Supplier and Australia Post under which the Supplier is granted a licence to the PostConnect Data, Australia Post reserves the right to vary the terms of the agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, the Supplier may do so, provided that the Supplier gives the Recipient reasonable prior notice of such variation (having regard to the period of notice received by the Supplier). The Recipient undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Supplier to formalise and give effect to any and all variations made by the Supplier under this Clause 11.1.

12. Changes in Legislation

12.1 Notwithstanding any other provision of this Agreement, the Recipient acknowledges and agrees that Australia Post and or the Supplier must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Supplier's use of the PostConnect Data, including any restrictions or limitations relating to the supply of PostConnect Data or elements thereof to any person, and the terms of this Agreement, and the Recipient's agreements with any other parties, will be varied accordingly.

13. General

- 13.1 The Recipient shall not, without the Supplier's prior written consent which must not be unreasonably withheld, assign or sub-contract any of its rights and obligations under this Agreement.
- 13.2 The Supplier holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Supplier may enforce those provisions on behalf of Australia Post.
- 13.3 The Agreement is governed by the law in Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

14. Corporate Group Owner

- 14.1 This Clause 14 applies if the Recipient is a Corporate Group Owner.
- 14.2 The Corporate Group for the purposes of this Agreement consists of the following entities [#Party to insert the entities (up to 10 in total, including the Corporate Group Owner) forming the Corporate Group].
- 14.3 The Recipient must ensure, and warrants that:
- a) each entity of the Corporate Group is a Subsidiary of the Recipient at all times during the term of this Agreement; and
 - b) each entity of the Corporate Group is a Single Legal Entity.
- 14.4 The Recipient may permit any or all members of the Corporate Group to enjoy the benefit of the licence granted to the Recipient under Clause 1 of this Schedule 2, subject to the following conditions:
- a) the Recipient must ensure that all of the Corporate Group members comply with this Agreement, and do not do or omit to do anything that, if done by the Recipient, would be a breach of this Agreement;
 - b) the Recipient is responsible for all acts and omissions of the Corporate Group members as if they were acts and omissions of the Recipient; and
 - c) all uses of the Solution and PostConnect Data by the Corporate Group members are deemed to be uses by the Recipient.

15. Recipient Permitted Purpose and Prohibited Purpose

15.1 Permitted Purposes

Each of the purposes set out in this Clause 15.1 is a "Permitted Purpose" in respect of the use of the PostConnect Data by an Recipient under an Recipient Agreement:

- a) use the Supplier's AMAS Approved Software for evaluation purposes, for a maximum period of 3 months;
- b) use the Supplier's AMAS Approved Software to Validate addresses and append DPIDs in an Existing Address Database solely owned by the Recipient for the internal business purpose of the Recipient;
- d) use the Supplier's AMAS Approved Software to Validate addresses in Existing Address Database solely owned by the Recipient for the purpose of joining and/or appending data or attributes from one database to the other for the internal business purpose of the Recipient;

- e) use the Supplier's AMAS Approved Software to Validate addresses and append DPIDs in Existing Address Databases owned by other Recipients for the strict purpose of preparation the addresses for mail lodgement for the internal business purpose of the Recipient. No part of the Validated addresses or any derived information resulting from the address validation may be passed back to the owner of the address database unless it is strictly related to the barcoding of mail.
- f) use the Supplier's AMAS Approved Software for List Creation and disclose the records created pursuant to List Creation to any person, on the condition that:
 - i. the Recipient does not use the Supplier's AMAS Approved Software to perform List Creation on behalf of another person, or as a part of data entry services that the Recipient offers to another person; and
 - ii. the Recipient does not systematically use the Supplier's AMAS Approved Software to create a list or set of records that is substantially similar or competitive to the PostConnect Data; and
 - iii. disclose the Validated addresses (created through one of the Permitted Purposes and in accordance with the Recipient Agreement) to another person (including subsidiaries, agents and franchisees of the Recipient), on the condition that:
 - iv. The recipient will not (and agrees not to) disclose the Validated addresses to any other person; and
 - v. the recipient will only use the Validated addresses for purposes that are directly related to the internal business purpose of the Recipient and not any other purpose.

16. Prohibited Purposes

- 16.1 Each of the purposes set out in this Clause 16 is a "Prohibited Purpose" in respect of the use of the PostConnect Data by the Recipient:
- a) sell, transfer, supply or otherwise deal with the Supplier's AMAS Approved Software;
 - b) use the PostConnect Data other than through the permitted functionalities of the Supplier's AMAS Approved Software;
 - c) use the Supplier's AMAS Approved Software to Validate addresses and or/append DPID's to an Existing Address Database which is not owned by the Recipient and the purpose of it is not for mail lodgement for the internal business purpose of the Recipient;
 - d) use the Supplier's AMAS Approved Software to Validate addresses and/or append DPID's to an Existing Address Database, whether owned by the Recipient or not, for the purpose of on selling or commercial gain (including commercial gain from any derive insights), but this paragraph does not prohibit the Recipient from using the AMAS Approved Software for List Creation in accordance with Clause 15.1e);
 - e) use the Supplier's AMAS Approved Software for List Creation other than in accordance with Clause 15.1e);
 - f) provide Validated addresses to third parties unless those third parties are contracted to carry out some work on behalf of the Recipient strictly in accordance with the Recipient's Permitted Purpose or except as permitted by Clause 15.1e) or 15.1f) or where authorised or required by applicable law; and
 - g) to reverse engineer, disassemble, alter or modify the Supplier's AMAS Approved Software.

SCHEDULE 3 – G-NAF Mandatory User Licence

This Service Incorporates or developed using G-NAF ©PSMA Australia Limited licensed by the Commonwealth of Australia under the Open Geo-coded National Address File (G-NAF) End User Licence Agreement, which can be found at:

<https://data.gov.au/dataset/geocoded-national-address-file-g-naf/resource/09f74802-08b1-4214-a6ea-3591b2753d30>

The Geocoded National Address File (G-NAF) is produced by PSMA Australia Limited (PSMA), an unlisted public company formed by the nine governments of Australia to collate and standardise, format and aggregate location data from each of the jurisdictions into authoritative location based national datasets.

Schedule 4 – Product Support Services

The provision of Support Services by Mastersoft under the Support Agreement is a remedial service intended to correct any failure of Licensed Programs to operate in accordance with the functional specifications for those Programs as described in the Documentation relating to those Programs.

The Product Support Services defined in this document apply from 1 September 2015 unless or until amended or replaced by Mastersoft.

Definitions

The following words have these meanings in this document:

"Business Day" means any day from Monday to Friday (excluding public holidays in New South Wales).

"Business Hours" means the period 8.30 am to 5.00 pm on any Business Day.

"Documentation" means the instruction manuals, user guides and other documentation specifying the functionality and operation of the Licensed Programs.

"Harmony Suite" means the Harmony modules licensed by you that are installed on your internal systems infrastructure.

"Help Desk" means the facility made available by Mastersoft by which the Licensee is able to obtain information and advice by email from a representative of Mastersoft about the operation of the Programs.

"Licence Agreement" means the written agreement between Mastersoft and the Licensee under which Mastersoft grants to the Licensee the right to use the Licensed Programs.

"Licensed Programs" means the Programs which the Licensee is licensed to use by Mastersoft.

"Licensee" means the entity to which Mastersoft has granted a licence to use its Programs being the Licensee specified in the Licence Agreement.

"Programs" means the computer software programs marketed by Mastersoft from time to time.

"Problem" means any failure of the Licensed Programs to meet the functional specifications for those Programs described in the Documentation.

"Support Agreement" means a written agreement between Mastersoft and the Licensee under which Mastersoft agrees to provide support services to the Licensee (which will generally be contained in the Licence Agreement).

"Support Request" means a request for support made by a Licensee under the Support Agreement in accordance with the procedures set out in this document.

"Support Consultant" means the consultant assigned by Mastersoft to the resolution of a Licensee's Problem.

"You" refers to the Licensee.

Objectives

Mastersoft's support group is available to assist Mastersoft's licensees make use of its Programs. The group answers technical questions and resolves technical problems. This Support is provided from Mastersoft's Sydney office through the Help Desk.

An important goal of the support group is to ensure that any technical roadblocks encountered along the way are removed as quickly as possible.

An underlying assumption made by Mastersoft is that its licensees have been trained in the use of the Programs and have endeavoured to fix a problem with a Program before making a call to the Help Desk.

The Help Desk is available during normal Business Hours.

Support Services need to be viewed in the context of the overall professional services offered by Mastersoft to its licensees. Mastersoft also offers extensive training and consulting to ensure that the very best use is made of its software methodologies to assist in building solutions that meet its customers' business requirements.

Requesting Support

If a problem arises which qualifies for the provision of support by Mastersoft and you are unable to fix the problem, then you should request support during Business Hours by contacting the Help Desk:

Email: msg.support@gbgplc.com

Phone (Australia): 1800 236 096

Phone (New Zealand): 0800 376 674

A Support Request should be prepared by someone within your organisation with knowledge of the Problem and who is able to work with the Support Consultant on the resolution of the Problem.

When placing a Support Request you must have the following information available:

- Product name and version;
- Operating environment if applicable;
- JVM version
- Operating environment and version
- Web Application server (if applicable)
- Virtual or Physical environment
- Whether the problem occurred in batch, web services or both
- Description of Problem, including any error messages displayed; and
- Sample record or application demonstrating the problem.

A Problem qualifies for support where:

- The Licensee has complied with its obligations under the Licence Agreement;
- The Licensed Program (to which the Problem relates) is the subject of a current Support Agreement at the time at which the Support Request is made; and
- Mastersoft has not suspended the provision of services under the Support Agreement as a result of a breach of the Licence Agreement or the Support Agreement.

Note: Mastersoft can also provide Software Support outside Business Hours. Should you want to avail of fixed or ad hoc after Business Hours support, please contact your Account Manager.

Management of Support Requests

- Your Support Request will be logged into Mastersoft's Problem Management System. This is done for the purpose of enabling the progress of Support Requests to be monitored by Mastersoft and for the purpose of enabling Mastersoft to maintain a database of all Problems that arise in relation to its Programs.
- The Problem database is available to all of Mastersoft's consultants and assists with a speedy resolution of Problems.
- Your Support Request will be given a Service Request (SR) Number, which you should quote in all future communication with Mastersoft about the Problem to which the Number relates.

Implementation of Support

Once your Support Request has been logged by Mastersoft and if the Help Desk personnel are unable to resolve the Problem, it will be assigned to a Support Consultant. This Support Consultant is responsible for resolving the Problem, keeping you informed of the progress towards resolution of the Problem and managing Problem escalation (if applicable).

The Support Consultant will endeavour to identify the Problem and provide the solution to you over the telephone. Where necessary your Support Consultant will endeavour to replicate the Problem in Mastersoft's internal technical environment. Where the Support Consultant has made reasonable efforts to resolve the Problem in this manner and the Problem remains unresolved the Support Consultant may visit your site to further progress resolution activities.

You must assist Mastersoft to provide support by making someone available to work with the Support Consultant in the identification and resolution of the Problem.

Severity Level

Your Support Consultant will assign a severity level to your Problem. This will be done in consultation with you. The severity level will be selected from the table below.

The severity level is used by Mastersoft to determine the level of response to give to the Problem and to prioritise your Support Request against others, which it has received.

Problems (from whichever source) which have been given the same severity level are generally dealt with by Mastersoft on a "first reported" basis.

Severity Level	Definition
Very High	Problem is of the utmost urgency – a critical problem or product emergency. The problem critically impacts an important production application or an important development project. No mutually agreeable workaround identified. Immediate solution to problem required.
High	Severe problem. An issue is severely impacting development progress or production environment. No mutually agreeable workaround identified. Assistance needed to fix or bypass as soon as possible.
Medium	Standard support request. Customer work is disrupted but not halted.
Low	Low priority. There is an error in the product or documentation; however it has little impact on development or production environments. Solution required in a future release or level set. No significant effect on customer project plans. These calls are processed last.

Resolution Time

Mastersoft will aim to have your Problem resolved, according to the assigned severity level, in accordance with the resolution timetable below.

Severity Level	Resolution Times	Escalation Procedures	Update / Status Review Times
Very High	Problem requires urgent and immediate resolution. Customer and Mastersoft customer support agree to work around the clock to identify the cause of the problem, develop suitable workaround(s) and/or produce a software correction. If a software correction is required then full time development resource(s) will be assigned to develop, test, and release the software correction as soon as possible.	Please refer to the escalation procedure documented below. Note: The Mastersoft GM Product Development is informed at stage 3 and daily updates of progress are provided to the GM Product Development.	At least every 4 Business Hours
High	Problem requires urgent resolution. Customer and Mastersoft may agree to work outside normal business hours. If a software correction is required then full time development resource(s) will be assigned to develop, test, and release the software correction as soon as possible	Problem may be escalated to Very High by mutual agreement if no workaround has been found within 2 Business Days.	At least every Business Day
Medium	Problem requires timely resolution, ideally within the next 5 working days. If a software correction is required it will be created and issued to the originator of the problem. All such software correction requests are evaluated by Mastersoft on a business needs basis, which means that not all requests for a medium level software correction will be successful.	Problem may be escalated to High by mutual agreement if no workaround has been found within 5 Business Days OR if the perceived impact of the problem has increased.	At least every 5 Business Days
Low	Solution required in a future release of the software. Problem status reviewed on a quarterly basis with customer until closed.	Problem should not be escalated.	At least every 3 months