

SOFTWARE MAINTENANCE APPLICATION FORM

AN IMPORTANT PART OF ANY VITAL BUSINESS SYSTEM IS THE UPKEEP OF THAT SYSTEM.

Fishbowl Australia provide an annual Software Maintenance program that entitles members to regular software updates and releases. These include; software enhancements and new functionality.

ENROLMENT FORM

Business Name: _____

Phone: _____ Email: _____

Street Address: _____

Suburb: _____ State: _____ Postcode: _____

Membership Type:

FISHBOWL WAREHOUSE

- 2 Users \$75.00/mth
- 3 Users \$107.00/mth
- 5 Users \$138.00/mth
- 6 Users \$162.00/mth
- 7 Users \$186.00/mth
- 8 Users \$206.00/mth
- 10 Users \$234.00/mth
- 11 Users \$259.00/mth
- 12 Users \$278.00/mth
- 13 Users \$299.00/mth
- 15 Users \$338.00/mth
- _____ /mth

FISHBOWL MANUFACTURING

- 2 Users \$92.00/mth
- 3 Users \$127.00/mth
- 5 Users \$163.00/mth
- 6 Users \$197.00/mth
- 7 Users \$224.00/mth
- 8 Users \$250.00/mth
- 10 Users \$281.00/mth
- 11 Users \$316.00/mth
- 12 Users \$336.00/mth
- 13 Users \$349.00/mth
- 15 Users \$402.00/mth
- _____ /mth

Payment Option:

- Monthly Direct Debit - Please complete our Direct Debit Authority Form
- Credit Card

Card Type: _____ Name on Card: _____

Number: _____ Expiry: _____ CVV: _____

I, _____ as a certified representative of the above stated business have read, understand and agree to the programs terms and conditions as contained in this application form.

Signed: _____ Date: _____

SOFTWARE MAINTENANCE TERMS & CONDITIONS

1. APPLICATION PROCESS

You may apply to Red Salt Australia Pty Ltd T/A Fishbowl Australia to become a member of the Software Maintenance package. You must pay all your applicable fees in advance either monthly or annually before being eligible to receive the benefits of the program.

You warrant the truth, completeness and accuracy of all information supplied in the application and as supplied from time to time in connection with the Program.

2. TERMS OF AGREEMENT

The terms of this agreement commence on the date that the agreement is signed and will continue for a minimum of 12 months. Following the 12 month period, membership will continue but may be cancelled in writing via hard copy or email to sales@fishbowlaustralia.com.au with 30 days notice.

3. MEMBERSHIP BENEFITS & PAYMENT OF FEES

i. You understand that, should your membership not be paid, you will not be entitled to the continued benefits of membership.

ii. During the term of the agreement you will be eligible to receive, but not limited to the below services:

- a) Access to the download and use of Upgrades released for your licenced Fishbowl software along with relevant new licences keys for new release versions.
- b) Email notification of upgrades with relevant notes and instructions for installing upgrades of the software where applicable.
- c) Details regarding all functionality that form part of the release software upgrades can be found at:

- i) http://www.fishbowlinventory.com/wiki/Release_Notes
- ii) http://www.fishbowlinventory.com/wiki/Change_Log

iii. Software updates are scheduled as a quarterly release however from time to time Fishbowl Australia may at their discretion release additional updates within the maintenance period or hold the release of an update for technical reasons.

iv. Services expressly excluded from this program include the below services:

- a) Consulting services
- b) Training services
- c) Report writing services
- d) Phone and Email support

v. These benefits may change from time to time.

vi. All membership fees must be paid monthly in advance after your application has been accepted, membership then is pending on payment of your fees.

vii. All membership fees will be due and payable on the 30th of each month in advance for the following month via Credit Card or Direct Debit Authority. Fees can be paid annual in advance at the commencement of membership via Cheque or Direct transfer.

4. PRIVACY DISCLOSURE

Under the Privacy Amendment (Enhancing Privacy Protection) Act , Red Salt Australia Pty Ltd T/A Fishbowl Australia is obliged to inform you of its Privacy Policy. By using the Services and Products offered by Red Salt Australia Pty Ltd T/A Fishbowl Australia, you agree to follow and be bound by these terms and conditions, the Privacy Policy and Software Licence Agreement which are hereby incorporated by reference. If you do not wish to be bound by these terms and conditions and the Privacy Policy, you may not access or use the Services and Products offered by Red Salt Australia Pty Ltd T/A Fishbowl Australia...

5. RIGHT TO TERMINATE

i. Fishbowl Australia may terminate your membership in the program if

- a) You fail to pay monthly or annual membership fee within the 7 days when they were due and payable.
- b) In any way you breach the software licensing agreement;
- c) You breach any warranty or term of this agreement.

6. WAIVER

Failure or neglect by Fishbowl Australia to enforce any of these terms and conditions shall not be construed as a waiver of Fishbowl Australia's rights nor affect Fishbowl Australia's rights to take any subsequent action.

7. SEVERABILITY

i. If any provision in these terms and conditions is held to be invalid, unlawful or unenforceable, such provision shall be severed from these terms and conditions with-

out affecting the validity and enforceability of the remaining terms and conditions.

8. ENTIRE AGREEMENT

i. This document supersedes and replaces any arrangements, representations, understandings or agreements made or existing between you and Fishbowl Australia and constitutes the entire agreement relating to the supply of the Products except as otherwise may be agreed in writing.

ii. To the best of the knowledge and information of Fishbowl Australia and its representatives, all facts, information and figures contained in this application and attachments are true and accurate at the time of printing. Fishbowl Australia reserves the right to make any changes in information, membership entitlements and product inclusions, as it may deem necessary, without prior notice.

9. GOVERNING LAW

These terms and conditions shall be construed in accordance with the laws of Queensland.

10. CONFIDENTIALITY

You agree to keep all pricing information provided to you confidential and not share or distribute it to clients or any other person or company.

11. DEFINITIONS

You means the business as indicated on the application form.

12. INDEMNITY

i. You will indemnify Fishbowl Australia and its affiliates against all losses, claims, suits and cases against any:

- a) liability incurred by Fishbowl Australia;
- b) loss or damage or diminution of the reputation of Fishbowl Australia; or
- c) loss, penalty, fine or expense incurred by Fishbowl Australia in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis, excluding consequential loss arising from a breach by you of any of the terms of this agreement or arising from any representations made by you relating to your qualifications and expertise.

ii. The right of Fishbowl Australia to be indemnified under this clause is in addition to, and not exclusive of any other right, power or remedy provided by law.

13. LIMITATION OF LIABILITY

In no event will Fishbowl Australia and its affiliates have any obligation or liability (whether in tort, contract, warranty or otherwise and notwithstanding any fault, negligence, product liability, or strict liability), for any indirect, incidental, special, or consequential damages, including but not limited to, lost revenue, loss of or damage to data, profits or business interruption losses, sustained or arising from or related to the product, documentation or services, even if advised of the possibility of such damages. Fishbowl Australia and its affiliate's liability for any reason and upon any cause of action shall at all times and in the aggregate amount be limited to the amount actually paid by you to Fishbowl Australia under this agreement. No action or proceeding against Fishbowl Australia and its affiliates may be commenced more than one year after the claim arises except for Fishbowl Australia's claims relating to collection of fees due and payable by you. This section shall survive failure of an exclusive remedy.

14. FORCE MAJEURE

To the extent permitted by law, Fishbowl Australia is not liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of Fishbowl Australia and they shall be entitled to a reasonable extension of time for the performance of such obligations.