

OT DRAW SOFTWARE LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY:

This License Agreement is a legal agreement between you (either an individual or a single entity) and the author of this Software, **INSIGHTED PTY LTD (ABN 65 145 077 532)** ("**Insighted**") for the Software ("**OT Draw**"), which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("**Software**"). By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this License Agreement. If you do not agree to the terms of this License Agreement, do not install the SOFTWARE. Instead, click on the Decline button or Cancel the Installation.

BACKGROUND

- A. Insighted owns the Software.
- B. Insighted wishes to grant, and the Customer wishes to take, a License to use the Software on the terms of this agreement.

AGREEMENT

1 LICENSE

1.1 Grant of License

1.1.1 Commencing on the Commencement Date, Insighted grants a non-transferrable, non-exclusive License to the Customer to use the Software during the Term under the terms of this Agreement.

1.1.2 Subject to the terms of this Agreement, and the option selected by the Customer, the License will be one of the following types:

1.1.2.1 **Trial License** (no fee)

A Trial License is limited to 14 days from the date of registration. Use of the Software without purchase of a License shall be limited to evaluation purposes only, and limited to the individual Customer. Software protected using a Trial License cannot be bought, sold, licensed, copied, traded or otherwise used by other individuals. You agree that trial will last for a period of 14 days. At conclusion of trial duration you will cease all use of the Software.

1.1.2.2 **Single Computer License**

The purchase of a Single Computer License, entitles the Customer to one (1) personal, nontransferable, nonexclusive, royalty-free license to use one copy of the Software on a single computer at a time.

1.1.2.3 **Single User License**

The purchase of a Single User License, entitles the Customer to one (1) personal, nontransferable, nonexclusive, royalty-free license to use the Software on up to 3 computers, by a single user.

1.1.2.4 **Team License**

The purchase of a Team License entitles the Customer to install this Software on between 2 and 9 devices. You may duplicate and distribute this product across the specified number of computers provided that each copy is a true and complete copy, including all copyright and trademark notices, and includes a copy of this License Agreement. You may use each copy of the Software in the manner specified in this Agreement.

1.1.2.5 **Enterprise License**

The purchase of an Enterprise License entitles the Customer to install this Software on 10 or more devices or computers. You may duplicate and distribute this product across the specified number of computers provided that each copy is a true and complete copy, including all copyright and trademark notices, and includes a copy of this License Agreement. You may use each copy of the Software in the manner specified in this Agreement.

1.1.2.6 **Concurrent License**

The purchase of a Concurrent License entitles the Customer to install this Software on any number of devices or computers; however, the number of users able to utilize the Software at any one time will be limited to the number of users specified in your Concurrent License. You may duplicate and distribute this product across the devices in your organisation provided that each copy is a true and complete copy, including all copyright and trademark notices, and includes a copy of this License Agreement. You may use each copy of the Software in the manner specified in this Agreement.

1.2 **Term of License**

- 1.2.1 The Term of the License, during which the Customer is entitled to use the of Software will be determine according to the license sub-types below as selected by the Customer and identified on the Tax Invoice and Receipt of Purchase.
 - 1.2.1.1 **Subscription License:** A Subscription License entitles the Customer to unlimited use of the Software, on the number of computers specified in section 1.1.2, for the period of the subscription. After the subscription expiration date, as specified on the Tax Invoice and Receipt of Purchase, the Customer will cease all use of the Software unless the Customer's subscription is renewed.
 - 1.2.1.2 **Perpetual License:** A Perpetual License, entitles the Customer to unlimited use of the Software perpetually from the date of purchase on the number of computers specified in Section 1.1.2.
- 1.2.2 The Term shall start as of the date of purchase and receipt of a License ID and activation password (Commencement Date). The Term will expire in accordance with the terms below

- 1.2.2.1 **Subscription License:** The License will continue until the Subscription expiry date, as specified on Tax Invoice and Receipt of Purchase, usually being 1 year from the Commencement Date. The Customer may choose to renew their Subscription License and Subscription License renewals are subject to terms of In sighted's then-current License Agreement.
- 1.2.2.2 **Perpetual License:** The License will continue perpetually from the date of purchase, unless terminated in accordance with this Agreement.

1.3 Conditions of License

- 1.3.1 In sighted warrants that it has the authority to grant the License.
- 1.3.2 The License will be non-transferable and non-exclusive to the Customer.
- 1.3.3 The Software must only be used on the Designated Computer Equipment, unless the consent of In sighted is obtained to use the Software on alternative equipment. Such consent will not be unreasonably withheld.
- 1.3.4 The Customer will not create or permit to exist a security interest over the Software or documentation or in any modifications to, or enhancements, Updates or New Releases of, the Software or documentation. For the purposes of the foregoing, "**security interest**" means a security interest that is subject to the Personal Property Securities Act 2009 (Cth) or any other mortgage, pledge, lien, charge or other arrangement of any kind which in substance secures the payment of money or the performance of any obligation, or that gives a creditor priority over unsecured creditors.

1.4 License Fee

- 1.4.1 The License will not commence until the Customer has made payment of the License Fee to In sighted.
- 1.4.2 The License Fee is exclusive of all taxes, duties and surcharges payable in respect of the Software and in respect of this Agreement.

2 MAINTENANCE SERVICES AND SOFTWARE UPDATES

2.1 General

- 2.1.1 The Software may communicate with In sighted servers from time to time to check for available updates to the Software, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). By installing the Software, you agree to automatically check for and be notified of Updates.
- 2.1.2 You acknowledge that In sighted is under no obligation at any time to provide you with Updates consultancy services, support or training in respect of the Software. Any Updates are provided to you at In sighted's discretion.
- 2.1.3 Any Updates upon installation become part of the Software and are governed by the terms of then-current License Agreement.

2.2 Maintenance Services

2.2.1 During the term the License, In sighted may provide Updates at no additional charge. Without limiting the generality of the foregoing, any requests for additional features or functionality that fall outside of In sighted's ongoing updating and/or enhancing of the Software are excluded from the Updates.

2.2.2 Subscription License.

If the Customer has purchased a Subscription License, then during the term of the License, In sighted shall provide Updates for the Software at no additional charge.

2.2.3 Perpetual License:

If the Customer has purchased a Perpetual License then:

2.2.3.1 In sighted shall provide complimentary Updates for a period of 90 days ("Maintenance Services Period").

2.2.3.2 The Maintenance Services Period can be extended during this 90 day period at an additional cost.

2.2.3.3 If the Software is licensed under a Perpetual License and the Maintenance Services Period has expired then Software Updates can be purchased at an additional cost.

3 SUPPORT SERVICES

3.1 Service Level Agreement

3.1.1 In sighted will provide support as part of this License in accordance with the Service Level Agreement attached or as updated from time to time.

3.1.2 The Customer acknowledges and agrees that the level of support provided is determined by the type of License the Customer has purchased.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership

4.1.1 In sighted retains ownership of the Software whether in its original form or as modified by the Customer during the term of the License.

4.1.2 All Intellectual Property Rights in the Software are retained by In sighted.

4.1.3 Nothing in this Agreement affects the ownership of Moral Rights in the Software.

4.2 Authorised copies

4.2.1 The Customer may make such number of copies of the Software as is necessary to serve its internal needs for system's backup and security. All copies of the Software and the Media in which the copies are contained will be and remain the property of In sighted.

- 4.2.2 Notwithstanding 4.2.1, the Customer must acquire and dedicate a license for each separate computer on which the Software is installed or run such system or backup device. A license for the Software may not be used concurrently on different computers.
- 4.2.3 The Customer must mark all copies of the Software and the Media in which the copies are contained with a notice of:
 - 4.2.3.1 Insigned's ownership of the Software and the Media;
 - 4.2.3.2 the confidentiality of the Software; and
 - 4.2.3.3 such other information as Insigned requires.
- 4.2.4 The Customer must maintain records of all copies of the Software made by it and the place at which those copies are situated. Such records must be furnished to Insigned upon reasonable notice.
- 4.2.5 The Customer must notify Insigned immediately on becoming aware of any unauthorised use or copying of the whole or any part of the.
- 4.2.6 Immediately upon termination of this Agreement, the Customer must delete all copies of the Software (including all copies, authorised or otherwise) and the Media, whether in their original form or as modified by the Customer.

4.3 Modifications

- 4.3.1 The Customer must not modify the whole or any part of the Software or combine or incorporate the whole or any part of the Software in any other program or system, without the prior consent in writing of Insigned. As a condition of its consent, Insigned may specify that such modifications must be effected by the Insigned or a contractor of the Insigned.
- 4.3.2 The Customer will fully indemnify and hold harmless Insigned against any liability incurred as a result of modifications effected by the Customer, including but not limited to if such modifications infringe the Intellectual Property Rights of a third person.
- 4.3.3 The Software as modified remains the property of Insigned.

4.4 Reverse engineering

Except as expressly permitted by part 3 division 4A of the Copyright Act 1968 (Cth), the Customer must not reverse assemble or reverse compile the Software or any part of the Software.

4.5 Dual-Media Software

The Customer may receive the Software in more than one medium. Regardless of the type or size of medium provided, the Customer is entitled to use only one medium that is appropriate for their single computer. The Customer must not use or install the other medium on another computer. The Customer must not sell, distribute, loan, rent, lease, or otherwise transfer the other medium to another user.

5 USE OF THIRD PARTY SOFTWARE

5.1 Access and Customer Accounts

- 5.1.1 In sighted discloses to the Customer that In sighted may use third party software for the purposes of managing accounts, management of licenses and activation of licenses, invoicing and updating the Software. This third party software may be managed by an entity located outside of Australia, specifically in the United States of America.
- 5.1.2 The Customer acknowledges and agrees that by using the Software, they consent to the use by In sighted of such third party software.

6 SECURITY AND RISK

6.1 Security

The Customer will be responsible for protecting the Software at all times from unauthorised access, use or damage.

6.2 Risk

Risk of loss or damage to the Software and the Media will pass to the Customer upon delivery of the Software to the Customer.

7 WARRANTIES AND INDEMNITIES

7.1 Disclaimer of Warranties

The Customer expressly acknowledges and agrees that:

- 7.1.1 Their use of the Software is at the Customer's sole risk. The Software is provided without warranty of any kind. To the maximum extent permitted by applicable law, In sighted and its suppliers disclaim all warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the Software, and any accompanying hardware.
- 7.1.2 In sighted makes no warranty:
 - 7.1.2.1 that the Software will meet your requirements,
 - 7.1.2.2 that the Software will be error-free or bug-free,
 - 7.1.2.3 regarding the security, reliability, timeliness, or performance of the Software, and
 - 7.1.2.4 that any errors in the Software will be corrected.
- 7.1.3 Any content or material downloaded or otherwise obtained through the use of the Software is done at the Customer's own discretion and risk and the Customer is solely responsible for any damage to their computer system or other device or loss of data that results from the download or use of any such content or material.
- 7.1.4 No advice or information, whether oral or written, obtained by you from In sighted or any third party or through the Software shall create any warranty not expressly stated in this Agreement.

7.2 Implied terms and consumer guarantees

- 7.2.1 Subject to clause 7.2, any condition or warranty which would otherwise be implied in this Agreement is excluded.
- 7.2.2 Liability for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by sections 51 to 53 of the Australian Consumer Law) is limited:
 - 7.2.2.1 in the case of goods, to any one of the following as determined by Insighted:
 - 7.2.2.1.1 the replacement of the goods or the supply of equivalent goods;
 - 7.2.2.1.2 the repair of the goods;
 - 7.2.2.1.3 the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - 7.2.2.1.4 the payment of the cost of having the goods repaired; and
- 7.2.3 in the case of services, to any one of the following as determined by Insighted:
 - 7.2.3.1 the supplying of the services again; or
 - 7.2.3.2 the payment of the cost of having the services supplied again.

7.3 Indemnity and liability

- 7.3.1 The Customer indemnifies, defend and hold harmless Insighted from and against any and all claims, damages, losses, costs and expenses relating to or arising from the Customer's use, or use by its agents, officers, employees or contractors, of the Software or any other activity relating to the Software.
- 7.3.2 Except in relation to liability for personal injury (including sickness and death), property damage or an infringement of confidentiality or Intellectual Property Rights, and subject to any non-excludable statutory liability, the liability of Insighted for damages in respect of any act or omission of Insighted in connection with its obligations under this Agreement will not exceed the amount (if any) of the License Fee.
- 7.3.3 In respect of any claim between the parties under or in connection with this Agreement, the parties agree that to the maximum extent permitted by law, the operation of part 4 of the Civil Liabilities Act 2002 (NSW) or of any laws having a similar effect in the Commonwealth and other states and territories of Australia with respect to proportionate liability, are excluded and have no application or effect.

8 TERMINATION

8.1 Termination by Customer

- 8.1.1 The Customer may terminate this Agreement at any time by permanently deleting the Software in its entirety and notifying Insighted of the Termination. Termination

by the Customer does not entitle the Customer to a refund of any part of the License Fee.

8.2 Termination by Insighted

- 8.2.1 For the purpose of this Agreement, each of the following is a **Terminating Event**:
- 8.2.1.1 the breach or threatened breach by the Customer of any of its material obligations under this Agreement;
 - 8.2.1.2 the appointment of any type of insolvency administrator in respect of the property or affairs of the Customer;
 - 8.2.1.3 the entry or proposed entry by the Customer into any scheme, composition or arrangement with any of its creditors;
 - 8.2.1.4 the permanent discontinuance of use of the Software or any part of the Software by the Customer;
 - 8.2.1.5 the merger with or the takeover of either party by another person.
- 8.2.2 Insighted may terminate this Agreement immediately on the happening of a Terminating Event at its sole discretion.
- 8.2.3 If the Terminating Event is one specified in clauses 8.2.1.1, Insighted will give to the Customer notice of the happening of that event and require the breach to be remedied or a written undertaking to be given that the breach will not occur, as the case may be. If the breach is not remedied or the undertaking not given (as the case may be) within 5 Business days, Insighted may then terminate this Agreement, and the Customer will have no claim against Insighted for such termination.
- 8.2.4 The Customer will, immediately on termination of this Agreement for whatever reason, return to Insighted the Software and all copies of the Software, all revisions, enhancements and upgrades of the Software, the Media. Alternatively, if Insighted requests, the Customer must destroy such Software, copies, revisions, enhancements and upgrades by erasing them from the Media and must certify in writing to Insighted that they have been destroyed.
- 8.2.5 Any termination of the License will not affect any accrued rights or liabilities of either party, nor will it affect any provision of this Agreement which is expressly or by implication intended to continue in force after such termination.

9 GENERAL

9.1 Confidentiality

- 9.1.1 A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- 9.1.2 A party will not be in breach of clause 9.1.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information.

- 9.1.3 Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.
- 9.1.4 Despite any other provision of this clause, a party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.
- 9.1.5 This clause will survive the termination of this Agreement.

9.2 GST

- 9.2.1 Words defined in the GST Law have the same meaning in this clause, unless the context makes it clear that a different meaning is intended.
- 9.2.2 In addition to paying the License Fee and any other amount payable or in connection with this Agreement (which is exclusive of GST), the Customer will pay to Insighted an amount equal to any GST payable from any supply by Insighted in respect of which the License Fee or any other amount is payable under this Agreement.

9.3 Entire Agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Software. No addition to or modification of any provision of this agreement will be binding upon the parties unless made by written instrument signed by a duly authorised representative of the party.

9.4 Notices

- 9.4.1 All notices which are required to be given under this *agreement* must be in writing and must be sent to the address of the recipient set out in the schedule 1 or such other address as the recipient may designate by notice given in accordance with this clause.
- 9.4.2 Any notice may be delivered by hand or by prepaid letter or email. Any such notice will be deemed to have been served when delivered (if delivered by hand) or 5 days after posting (except by prepaid letter) or on transmission by the sender (if sent by facsimile) or (if sent by email and unless agreed otherwise) when the email enters the recipient's mail server.

9.5 Assignment

Neither party will assign, whether in whole or part, the benefit of this Agreement or any rights or obligations under this Agreement, without the prior written consent of the other party.

9.6 Governing law

This Agreement will be governed by and construed in accordance with the laws for the time being in force in New South Wales and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

9.7 Waiver

No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party, nor will any waiver of those rights operate as a waiver of any subsequent breach

9.8 Variation

No variation of this Agreement will be effective unless in writing and signed by both parties.

9.9 Severability

Should any part of this Agreement be or become invalid, that part will be severed from this Agreement. Such invalidity will not affect the validity of the remaining provisions of the Agreement.

10 DEFINITIONS AND INTERPRETATION

10.1 Definitions

Commencement Date means the date specified in the schedule 1.

Confidential Information means information that is by its nature confidential but does not include:

- (a) information already known to the receiving party at the time of disclosure by the other party; or
- (b) information in the public domain other than as a result of disclosure by a party in breach of its obligations of confidentiality under this Agreement.

Designated Computer Equipment means the equipment on which the Software is to be installed as specified in the schedule 1.

GST means:

- (a) the same as in the GST Law;
- (b) any other goods and services tax, or any tax applying to this Agreement in a similar way; and
- (c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.

GST Law means the same as "GST law" in [A New Tax System \(Goods and Services Tax\) Act 1999](#) (Cth).

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

License means the License of Software granted pursuant to this Agreement.

License Fee means the amount so specified in the schedule 1.

Media means the media on which the Software is recorded or printed.

Moral Right means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed;
- (c) a right of integrity of authorship; or
- (d) a right of a similar nature,

which is conferred by statute, and which exists or comes to exist anywhere in the world in a deliverable form comprised within this Agreement.

New Release means software which has been provided primarily to implement an extension, alteration, improvement or additional functionality to the Software.

Software means the computer program and related documentation as specified in the schedule 1.

Specifications means the specifications for the Software as agreed between the parties or as otherwise set out in Supplier documentation.

Update means software which has been produced primarily to overcome defects in the licensed Software.

10.2 Interpretation

Words importing the singular include the plural and vice versa and words importing one gender will include all other genders. Headings are for ease of reference only and will not affect the interpretation of this Agreement.

SCHEDULE 1

- 1 Commencement date
- 2 Contact and address details for notices
- 3 Type of License
- 4 Perpetual/subscription
- 5 Designated computer equipment
- 6 License fee

SERVICE LEVEL AGREEMENT

BACKGROUND

- A The Customer licenses the Software from Insighted under a License agreement between the Customer and Insighted.
- B Insighted will provide Maintenance Services to the Customer on the terms of this agreement.

OPERATIVE PROVISIONS

1 Definitions and interpretation

Definition

- 1.1 **Additional Charge** means a charge in addition to the Fee in effect from time to time.
- 1.2 **Initial Term** means the initial maintenance period as specified in clause 2.
- 1.3 **License Agreement** means the License Agreement between Insighted to the Customer granted for the Use of the Software
- 1.4 **Location** means the place at which the Designated Computer Equipment is located as specified in the License Agreement.
- 1.5 **Maintenance Services** means the maintenance services to be provided by Insighted as specified in this agreement.
- 1.6 **Manual of Specifications** means a document containing technical information relating to the Software and which has been made available by Insighted to the Customer under the License, either in hard copy or on-line.

Interpretation

- 1.6.1 Words importing the singular include the plural and vice versa and words importing one gender will include all other genders. Headings are for ease of reference only and will not affect the interpretation of this agreement.
- 1.6.2 Words starting with a capital carry the same meaning as defined in the License Agreement, if applicable.

2 Duration

- 2.1 This agreement commences on the Commencement Date and remains in force for an Initial Term of 12 months months.

3 Maintenance Services

- 3.1 Insighted agrees to provide the Maintenance Services to the Customer at the Location on the terms and conditions contained in this agreement.

4 Manual of Specifications

- 4.1 The parties acknowledge that Maintenance Services to be rendered to the Software include the amendment or correction, as required, of the Manual of Specifications.

5 **Ownership of Software**

- 5.1 Nothing in this agreement affects ownership of the Software or Intellectual Property Rights in the Software. For the avoidance of doubt, the software is licensed to the Customer pursuant to a separate agreement.

6 **Maintenance Fees**

- 6.1 Some levels of Service are included in the Fee for the License.
- 6.2 Any Additional Charge payable pursuant to this agreement is in addition to the Fee.
- 6.3 An Additional Charge will be payable if the Customer requests Insighted to provide additional services which are not specified or which are found to be unnecessary, or not included in the particular Customer's Subscription.
- 6.4 The Additional Charge is exclusive of all taxes, duties and surcharges payable in respect of the Maintenance Services and in respect of this agreement.
- 6.5 If the Customer disputes the whole or any part of the amount claimed in an invoice submitted by Insighted pursuant to this agreement, the Customer will pay the undisputed portion on the due date. The dispute regarding the remainder may be referred to the dispute resolution procedure prescribed by this agreement. If it is subsequently resolved that a further amount is payable, the Customer will pay that amount together with interest at the rate of 5% per annum.
- 6.6 The Customer will pay such Additional Charge within 14 days of receipt of a relevant tax invoice from Insighted.

7 **Maintenance Services**

- 7.1 The Maintenance Services included in the Customer's Subscription are as set out in Annexure A below.
- 7.2 The Maintenance Services will be handled by Insighted in order of priority (as numbered in Annexure A), and Insighted will endeavor to meet the timeframes as set out Annexure A for response times.
- 7.3 Insighted will use all reasonable endeavours to maintain the Software in substantial conformity with the descriptions and specifications contained in the Manual of Specifications.
- 7.4 If the Customer discovers that the Software fails to substantially conform with the descriptions and specifications, it will immediately notify Insighted of the fact, unless non-conformity is discovered after 5.00 pm on a business day. In that case, the Customer will notify Insighted by 10.00 am on the following business day. If the non-conformity is discovered between 5.00 pm on the last business day of any week and 9.00 am on the first business day of the following week, the Customer will notify Insighted of the non-conformity by 10.00 am on the first business day following that period.

- 7.5 Immediately after notifying Insighted in accordance with clause 7.4, the Customer will, insofar as it is able to do so, provide Insighted with a documented example of the defect or error which constitutes the non-conformity. It will also submit to Insighted, if requested, a listing of output and any other data which Insighted reasonably requires in order to reproduce operating conditions similar to those present when the non-conformity was discovered.
- 7.6 If the Customer notifies Insighted in accordance with clauses 7.4 and 7.5, Insighted will use its best endeavours to furnish off-site telephone support, in the form of consultations, assistance and advice on the use and maintenance of the Software within the relevant time frame set out in Annexure A. Insighted does not guarantee that all issues raised by a Customer will be able to be resolved, or that the Software will be bug-free. If the issue raised is unable to be resolved, Insighted will inform the Customer within the timeframe set out for the particular error as set out in Annexure A.
- 7.7 The parties acknowledge that the Maintenance Services to be provided in respect of the Software include training of the Customer's personnel in the use of the Software, subject to the terms of this agreement.
- 7.8 If so stated in the Customer's Subscription, the services include the provision of Updates and New Releases.
- 7.9 The Customer acknowledges that the non-compliance by Insighted with the timeframes set out in Annexure A does not at any time entitle the Customer to reduce, set off or delay payment of the Fee for the License.

8 Exclusions

- 8.1 Maintenance Services required of Insighted under clause 7.1 do not include the following:
- 8.1.1 rectification of defects or errors resulting from any modification of the Software made by any person other than Insighted;
 - 8.1.2 rectification of defects or errors resulting from use of the Software in combination with equipment other than the Designated Computer Equipment;
 - 8.1.3 rectification of operating errors;
 - 8.1.4 rectification of a fault in the Designated Computer Equipment;
 - 8.1.5 any modification of the Software which represents a departure from the descriptions and specifications contained in the Manual of Specifications; and
 - 8.1.6 rectification of errors or defects which are the subject of a warranty under another agreement.

9 Customer's obligations

- 9.1 The Customer will ensure that the Software and the Designated Computer Equipment are used in a proper manner by competent and trained employees only or by persons under their supervision.
- 9.2 The Customer will co-operate fully with Insighted's personnel in the diagnosis of any alleged non-conformity of the Software.

- 9.3 The Customer will make available to In sighted free of charge all information, facilities and services reasonably required to enable In sighted to perform the Maintenance Services effectively.
- 9.4 The Customer will provide such telecommunication facilities as are reasonably required by In sighted for testing and diagnostic purposes at the Customer's sole expense.

10 Warranties

- 10.1 In sighted warrants that it will perform the Maintenance Services in an efficient and professional manner and that it will observe standards generally observed in the industry for similar services.
- 10.2 In sighted warrants it will use its best endeavours to maintain the Software in conformity with the specifications and to ensure the Manual of Specifications remains accurate. The Customer acknowledges that In sighted does not warrant that the Software can be rendered error free.

Annexure A – Maintenance Services

Service	Included in License		Timeframe for response (If applicable)	
	Subscription	Perpetual	Subscription	Perpetual
1. Issues that deny access - bug, error code, license not setup correctly, SoftwareKey outage	Yes	Yes	Initial response time: 8 business hours Resolution (if possible): 16 business hours	Initial response time: 8 business hours Resolution (if possible): 16 business hours
2. Issues that deny access - issue is external to OT Draw	Yes	No	Initial response time: 16 business hours Resolution (if possible): 24 business hours	N/A
3. Issues affecting functionality of the program - bug, error	Yes	Yes	Initial response time: 16 business hours Advice on steps to resolve (if possible): 24 business hours	Initial response time: 24 business hours Advice on steps to resolve (if possible): 40 business hours
4. Issues affecting functionality of the program - issue is external to OT Draw	Yes	No	Initial response time: 24 business hours Advice on steps to resolve (if possible): 40 business hours	N/A

5. Existing users licensing/activation issue	Yes	Yes	Initial response time: 16 business hours Resolution (if possible): 24 business hours	Initial response time: 24 business hours Resolution (if possible): 32 business hours
6. Existing users licensing/activation information	Yes	Yes	Initial response time: 16 business hours Resolution (if possible): 24 business hours	Initial response time: 24 business hours Resolution (if possible): 32 business hours
7. New users licensing/activation information	Yes	Yes	Initial response time: 16 business hours Resolution (if possible): 24 business hours	Initial response time: 16 business hours Resolution (if possible): 24 business hours