



agrimaster
complete rural business systems

Agrimaster Updates Subscription Agreement

INTRODUCTION

- A. Brichole Nominees Pty Ltd ACN 009 316 090 ("Owner") is the owner of the Software.
- B. The Licensor holds an exclusive licence from the Owner to licence the Software to end users.
- C. The Customer has or will have a Licence from the Licensor permitting use of the Software by the Customer and wishes to obtain Updates of the Software.
- D. The Licensor will provide Updates of the Software subject to the terms and conditions set out in this Agreement.

IT IS AGREED

1. Definitions

1.1 The following definitions are applicable to this Agreement:

- (1) Unless defined below, terms defined in the Licence have the same meaning as this Agreement;
- (2) "Agreement" means this document, including the Schedule;
- (3) "Customer" means the party who requires Updates for the Software under the terms of this Agreement;
- (4) "Licence" means the licence to use the Licensed Products granted by the Licensor to the Customer under a separate agreement;
- (5) "Licensor" means Agrimaster Pty Ltd ABN 29 099 045 806 of PO Box 7138, Shenton Park WA 6008;
- (6) "Update Fee" means the Licensor's fee for provision of the Updates for the Update Term the amount of which is agreed by the Licensor and Customer prior to the parties entering into this Agreement; and
- (7) "Update Term" means the period during which the Licensor will provide Updates comprising the period for which the Customer has paid Update Fee which may be renewed under clause 4.

2. Licence

This Agreement is subject to the Customer having a Licence to use the Software and supplements to that Licence.

3. Update Fee

3.1 In consideration of the provision of Updates, the Customer must pay the Update Fee to the Licensor.

3.2 The Update Fees payable pursuant to this Agreement are exclusive of GST and all federal, state, local, municipal or other excise, sales, use, property, or similar taxes and fees now in force or enacted in the future.

3.3 All such taxes and referred to in clause 3.2, other than the income taxes of the Licensor, will be paid by the Customer. The Customer will obtain and provide to the Licensor any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax, GST, use tax or other tax liability.

4. Updates

4.1 During the Update Term, the Licensor will provide the Customer with all the Updates developed by the Licensor from time to time within 21 days of their release by the Licensor.

4.2 The Licensor may develop and release the Updates at its discretion but will use its best endeavours to develop and release at least one Update every financial year.

4.3 Where the Licensor has released an Update:

(1) the Licensor will deliver the Update at no additional charge to the Customer (other than the Update Fee paid under this Agreement); and

(2) the Customer must, if requested by the Licensor, return to the Licensor all copies of the Software or part thereof which has been superseded by the Update or otherwise deal with all such copies in accordance with the Licensor's directions.

4.4 For the purposes of the Licence, all Updates are considered to form part of the Software as a whole and the Licence will continue to apply in all respects to the Update.

5. Term & Renewal

5.1 The Licensor will provide the Updates to the Customer for the Update Term.

5.2 Upon expiration of the Update Term, the Customer may renew the Update Term by paying the Licensor's then current Update Fee and complying with the Licensor's Update subscription renewal requirements.

5.3 Upon renewal under this clause, the Licensor will provide Updates to the Customer for the further term for which the Update Fee has been paid in accordance with the provisions of this Agreement.

5.4 If the Customer fails to pay the Update Fee for a renewal term in accordance with the Licensor's requirements, the Licensor's obligation to provide Updates is terminated. In these circumstances, the Customer can renew its entitlement to receive Updates by paying to the Licensor all Update Fees that the Customer would have paid had the Customer continued to pay to the Licensor the Update Fees for all renewal terms.

5.5 The term of the Agrimaster Membership will be 12 months from the date of payment unless otherwise stated by Agrimaster Pty Ltd in writing to the client.

6. Assignment

The Customer may not sub-license, assign or transfer its rights and obligations in this Agreement without the prior written consent of the Licensor.

7. Applicable Law

7.1 The Law of Western Australia governs this Agreement.

7.2 The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Federal Court of Australia.

8. Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

9. Waiver

An express or implied waiver by either party of any right or of any claim against the other party under this Agreement will not constitute nor be deemed to be a waiver of any other right or of any other claim against that other party under this Agreement.

10. Amendment & Variation

An amendment or variation to this Agreement is not effective unless it is in writing and duly executed by each party