

Bosch Security Systems develops, markets and licenses software products for use in video, intrusion, fire, access control and security systems which are resold locally by Bosch Security Systems Pty. Ltd., Locked Bag 5117, Baulkham Hills BC NSW 2153, AUSTRALIA ("**Bosch**"). This Bosch Software Maintenance Agreement (the "Agreement") sets out the terms and conditions under which Bosch will provide "Maintenance Services" (defined below). The provision of Maintenance Services by Bosch is subject to and conditioned on Customer's acceptance of the terms of this Agreement, and the terms of the Service Level Agreement Supplement (the "Supplement"). By accepting Maintenance Services Customer accepts the terms of this Agreement including the Supplement. General business terms and conditions of the Customer conflicting with or deviating from the terms of this Agreement are only recognized insofar as Bosch expressly agreed to them in writing.

1. Definitions.

1.1 "Agreement" means this Bosch Software Maintenance Agreement, including the Maintenance Service Level Agreement referred to herein.

1.2 "Customer" means the person or entity ordering the Maintenance Services.

1.3 "Software" means the Software product for which Customer has purchased a license to use and which is specified in the order confirmation issued by Bosch

1.4 "Additional Features" means the expansions or optional features to the Software that are not part of the standard Software modules licensed by Customer at Effective Date, or that are added to the Software configuration after the Effective Date.

1.5 "Effective Date" means the date on which the license activation key for the Software is generated by Bosch.

1.6 "Installation Site" means the specific Customer location where the Software is installed.

1.7 "MSLA" means the "Maintenance Service Level Agreement" Supplement, which sets out the details of the Maintenance Services as applicable from time to time. The MSLA is attached hereto and can be found on your local Bosch Security Systems website (follow the links from www.boschsecurity.com).

1.8 "Maintenance Services" means the maintenance services as described in this Agreement and in the MSLA.

1.9 "Maintenance Services Fee" means the fee to be paid by Customer to receive the Maintenance Services.

1.10 "Major Release" means a major update or upgrade to the Software which includes significant enhancements and/or a major redesign of the Software, identified by Bosch by a change to the first digit in the release number (e.g. change from version 2.0 to 3.0).

1.11 "Minor Release" means a minor update or upgrade to the Software (including service releases or bug fixes), identified by Bosch by a change in the second or following digit in the release number (e.g. change from version 2.1 to 2.2 or 2.2.1 to 2.2.2.).

1.12 "Support Services" means the support services as described in this Agreement and in the MSLA.

1.13 "Contract Period" means the period of the agreed Contract Years. Each Software configuration may have up to 5 Contract Years, and adding Additional Features does not affect this period.

1.14 "Contract Year" means the period of one (1) year starting at Effective Date of the first Software installation of a Customer, and each subsequent anniversary of the Effective Date (e.g. from 1st May year A until 30th April year A+1).

1.15 "Update" means updates of the Software to fix bugs and errors and thus increase program security without changing the functional scope of the Software.

1.16 "Upgrade" means an improvement of the Software which is given new program functions that were not previously available.

2. Start of the Maintenance Services.

2.1 The Maintenance Service starts at Effective Date of the first Software installation at the Installation Site.

3. Description and coverage of the Maintenance Services

3.1 The Maintenance Services are comprised of the technical support (bug-fixing) and technical updates (software maintenance through issuing new Releases) of the Software. The details of the Maintenance Services,

which may include but is not limited to, included and excluded services, duties of Customer, and service levels offered by Bosch, are described in the MSLA.

3.2 The MSLA is subject to modification by Bosch via the posting of an updated edition of the MSLA at the Bosch website referenced in Section 1.6 above. Except as stated otherwise in the then current version of the MSLA, a new version of the MSLA will be applicable to and incorporated into this Agreement the earlier of (i) one (1) month after such MSLA version is posted on the Bosch website, or (ii) the start of the first Contract Year following such posting on the Bosch website.

3.3 The Maintenance Services cover the Software configuration licensed at Effective Date. Additional Features are added to the scope of the Maintenance Services as from the Effective Date of such Additional Feature, subject to Customer having paid the license fee for such Additional Feature. The initial period of Maintenance Services for an Additional Feature runs from the Effective Date of such Additional Feature until the end of the running Contract Period during which the Additional Features are added to the Software configuration.

3.4 Updates and Upgrades shall be developed at intervals set by Bosch and made available to the Customer as a download. Updates shall be created only for the respective most recent version of the software

3.5 Within the technical support Bosch shall make commercially reasonable efforts to eliminate errors reported by the Customer in accordance with the MSLA.

4. Customer Obligations.

4.1 Contact Information. Customer shall nominate two designated authorized employees for support requests. For each support request, Customer must provide the following details: Customer's name, software version, operating system version, development environment version, and a detailed description of the error Customer shall provide Bosch prompt written notice of all changes to Customer's contact information.

4.2 Customer duties under the MSLA. Customer shall comply with its duties as set forth in the MSLA. In the event Customer does not comply with such duties, then Bosch, without limiting other available remedies, may terminate the Agreement upon written notice to Customer.

5. Fees and Payments.

5.1 Maintenance Services Fee.

5.1.1 The agreed Maintenance Service Fee for Software Maintenance Services and support services shall be payable until the due date specified in the invoice issued by Bosch without deductions for the agreed number of Contract Years, and is subject to GST (where applicable) upon conclusion of the Agreement.

5.1.2 After the agreed Contract Period, the term of this Agreement is only extended if the Customer places a valid order therefore, and pays the then current Maintenance Services Fee for the next Contract Period.

5.2 Additional Features. Additional Features are invoiced at the start of the first Contract Year following the Contract Year in which such Additional Features are activated.

5.3 Reinstatement fee. If Customer wishes to reinstate the Maintenance Services after such Maintenance Services have been terminated, Bosch will charge Customer a reinstatement fee. The reinstatement fee covers the period of time between when the Maintenance Services were terminated and the date the Maintenance Services are to resume. The reinstatement fee will be equal to the then current prevailing Maintenance Services Fees for covered Software components for the lapsed period of time.

5.4 Maintenance Services Fee Changes. Bosch may change (increase or decrease) the Maintenance Services Fee upon written notice at least sixty (60) days prior to the effective date of such change. Such changes do not affect the Maintenance Services fee for the then current Contract Period,

5.5 Payment.

5.5.1 All invoices must be paid without any deductions to a bank account specified by Bosch until the due date specified in the invoice issued by Bosch. All Maintenance Services Fee payments shall be in the currency of the license fee paid for the Software.

5.5.2 Taxes. The Maintenance Services Fee is exclusive of all applicable federal, state, provincial and local taxes including, without limitation, sales, use, property, value added, goods and services, excise, and similar taxes, and all such taxes shall be assumed and paid by Customer, excluding taxes on Bosch's net income. In the event that Bosch determines that any such taxes are subject to withholding requirements, Bosch may bill Customer for such taxes, and Customer shall promptly pay the amount billed. If any such tax for which Customer is responsible hereunder is paid by Bosch, Customer agrees to promptly reimburse Bosch therefore.

5.6 Terms. Failure of Customer to fully pay any fees within the period specified in section 5.5.1 above after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of Bosch's obligations, and shall be sufficient cause for immediate termination of this Agreement by Bosch. Any termination or suspension of this Agreement does not relieve Customer of paying past due fees plus interest. In the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs, and collection agency fees.

6. Warranty, Remedies and Limitation of Liability.

The warranties in this clause are in addition to other rights and remedies the Customer may have at law in relation to the Software and maintenance Services. If the Customer is a "consumer" for the purposes of the Australian Consumer Law and/or Consumer Guarantees Act 1993 NZ, certain guarantees, rights and remedies may be conferred on the Customer which cannot be excluded, restricted or modified. If the Australian Consumer Law and/or Consumer Guarantees Act 1993 NZ does apply, nothing in this Agreement is intended to affect those rights. Subject to the above, and to the maximum extent permitted by law:

6.1 Warranty. Except only for those rights and remedies that the Customer has in respect of the products and services under the Australian Consumer Law which cannot lawfully be excluded, restricted or modified, all warranties, conditions and guarantees, whether statutory or otherwise, are excluded in relation to the Software and Maintenance Services.

6.2 Subject to clause 6.3, Bosch's liability to the Customer in respect of all claims, actions, demands, proceedings, liabilities, damages, amounts, costs and expenses arising, paid, suffered or incurred by the Customer (directly or indirectly) as a result of or in connection with a negligent act or omission of Bosch, any breach or non-performance of any express or implied obligation of Bosch under this Agreement or in any way related to the Software or Maintenance Services or information or advice supplied in respect of the Software or Maintenance Services shall be limited, at Bosch's option, to supplying the Maintenance Services again or paying the cost of having the Maintenance Services supplied again. For the avoidance of doubt, subject to clause 6.3, Bosch excludes any liability for legal costs and disbursements on a solicitor and own client basis and, without limitation, any indirect or consequential expense, loss or damage, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by the Customer under or in connection with this Agreement

6.3 If the Customer is a Consumer, the liability of Bosch will not be limited in the way set out in clause 6.2 if it is not 'fair and reasonable' for Bosch to rely on such limitations in accordance with sections 64A(3) and (4) of the Australian Consumer Law, the Software and Maintenance Services supplied are goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption' as that expression is used in section 3 of the Australian Consumer Law or in relation to any Consumer Guarantee pursuant to sections 51, 52 and 53 of the Australian Consumer Law.

7. Indemnity.

7.1 Without limitation to any other right Bosch may have under this Agreement, the Customer agrees to indemnify Bosch, its officers, employees and agents (**those indemnified**) against all claims, suits, actions, demands, loss, costs, liabilities, expenses (including legal expenses on a full indemnity basis), judgments and awards made against or incurred by those indemnified arising from a breach of warranty, representation or a term of this Agreement or any order, or any negligence or wilful misconduct on the part of the Customer, its agents, employees, principals and/or contractors.

8. Term and Termination.

8.1 Term. The term of this Agreement shall begin on the Effective Date for the agreed Contract Period, but may continue for a further Contract Period in accordance with clause 5.1.2.

8.2 Termination for Cause. Either party may terminate this Agreement for cause upon written notice to the other party.

8.3 Bosch may terminate this Agreement at any time with a six months' notice period in the case that the Software will no longer be continued to be licensed and / or serviced. Should Bosch terminate this Agreement in accordance with this clause 8.3 then it will refund a portion of the Maintenance Service Fee to the Customer on a pro-rata basis.

9. General.

9.1 Excusable Delay. Neither party will be liable for any failure of or delay in performance of its obligations under this Agreement (other than failure to pay money when due) to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, wars, terrorist acts, civil disturbances, sabotage, accidents, pandemics, insurrections, blockades, embargoes, explosions, labor disputes, acts of any governmental body, failure or delay of third parties (including subcontractors) or governmental bodies from whom a party must obtain approvals, franchises, or permits, equipment failure or breakdown, or inability to obtain labor, materials, equipment or transportation, power shortage or blackouts (the foregoing collectively called "Excusable Delay"). Each party will use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from an Excusable Delay.

9.2 Waiver. Any delay by a party in exercising its rights hereunder will not constitute a waiver of its rights or its ability to enforce any such rights.

9.3 Severability. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement will be construed as if such provision were not contained herein.

9.4 Survival. The terms and conditions of this Agreement regarding payment, ownership of intellectual property, warranty, indemnification, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, and termination of this Agreement, survive and continue in effect.

9.5 Governing Law. This Agreement shall be deemed to have been entered into in the State of Victoria, Australia and shall be construed, enforced and performed in accordance with the laws of that State. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

9.6 Relationship of the parties. The relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party shall represent to third parties that it is the representative of the other in any manner or capacity whatsoever.

9.7 Section Headings. Section headings are for convenience only and will not be construed as a part of this Agreement.

9.8 Notices. All notices, requests, demands or other communications by the parties, other than routine operation communications under this Agreement, required or permitted to be given by one party to the other shall be given in writing by personal delivery or sent (postage prepaid with return receipt or delivery confirmation requested) by registered mail, certified mail, or by courier service.. Such notices, requests, demands or other communications shall be deemed to have been received: (a) if personally delivered, upon delivery; or (b) if sent by registered, certified mail or express mail delivery, upon delivery thereof as evidenced by such return receipt or delivery confirmation.

9.9 English Language. The parties hereto expressly required that this Agreement be written in English. The English version of this Agreement will govern in the event of any disagreement over any translation.

9.10 Entire Agreement. This Agreement, including the MSLA, , as well as all exhibits, schedules or appendices hereto, constitutes the complete and exclusive statement of the terms hereof and supersedes all prior oral and written statements of any kind made by the parties or their representatives with respect to the subject matter hereof. Any Customer purchase order or similar document issued by Customer shall not be part of this Agreement and shall not add to or modify any of the terms hereof. This Agreement may only be changed or supplemented by a written amendment signed by authorized representatives of the parties.