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ABN 49 122 937 357

Terms and conditions for the usage of PetAdmin Plus software.

Definitions:

The Supplier: Craig Allan Solutions Pty Ltd, of ABN 49 122 937 357, or operating Trading name, under the website url <http://www.craigallansolutions.com.au>

The Vendor: PetAdmin Ltd., or any trading name in which it operates

The User: the Company, of which the proprietor is ultimately responsible.

The Software: PetAdmin, PetAdmin Plus or any derivative of the PetAdmin group of software.

Preamble:

The Supplier is an exclusive registered supplier of The Software in the regions of Australia and New Zealand

The Software that has been previously supported on an Annual Support system shall be honoured until such time that the contract is expired, at which time these terms shall become applicable. It is noted that the Annual Support terms consist of issues directly with The Software and computer-based issues shall be charged additionally.

1 Condition of use as demonstration software:

- 1.1 The supply of The Software to The User may be delivered by means of transferable medium or downloaded from the said website.
- 1.2 It is said, as of the initial installation, that The Software is in demonstration mode. The limitations are rendered by The Vendor and shall remain in such a state until purchased legitimately via The Seller. Any other purchase of The Software via any other means constitutes a breach of these terms.
- 1.3 The Software shall be used in demonstration mode to evaluate the practicality of the usefulness towards The User ultimately in deciding whether to purchase a license. During such a time, limited support shall be available from The Supplier at The Supplier's discretion.
- 1.4 There shall be no time limit on the duration of the demonstration, however any change to this clause is determined and governed by The Vendor
- 1.5 The Software in demonstration mode may be configured to such a state whereby it shall be useful to The User, should a decision be made to purchase license(s), however it shall not be used for any other means of conducting business.
- 1.6 It is understood that The Software be installed in its default state only unless written permission is given to operate The Software in any other way.
- 1.7 Basic training guides shall be available on The Supplier's website, however in no means shall this be construed as accurate, current nor as a means final, based on the many configurations available.

2 Purchasing a license

- 2.1 PetAdmin Plus licenses are available in two formats:
 - 2.1.1 Primary license: The initial license designed to utilize the database on the said computer
 - 2.1.2 Network license: The Software, installed on additional computer(s) on the internal network, designed to point to the database of the computer of which the Primary license is assigned
- 2.2 Pertaining to point 1.3, the purchase of any license of The Software indicates the acceptance of these terms and as such, shall be understood by all parties that the



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requirements at the time for the usefulness of The User have been met to The User's satisfaction. It is therefore understood that the purchase of a license indicates:

- 2.2.1 That The User has read, understood and accepted these terms as a condition of the purchase of a license of The Software,
- 2.2.2 As such, the decision to purchase a license is final and there shall be no refunds of any kind unless agreed in writing by both parties
- 2.2.3 Whilst The Supplier shall make every effort to inform The User of the computer and associated peripheral specifications necessary in order to correctly install, configure and use The Software, it shall ultimately be The User's responsibility to ensure that any hardware on which The Software is executed is of a reasonable standard.
- 2.2.4 A Primary license must be purchased initially. A Network license may be purchased at the same time or at a later date
- 2.3 Pertaining to section 2.2.2, any expenses incurred by The Supplier for any work in training, internet and phone costs, or any other work shall be remunerated in full upon agreement of a refund. The remuneration shall consist of support work during times and duration specified, the costs of which shall be displayed as support charges on the website of The Supplier, correct at the time of remuneration.
- 2.4 Once purchased, a license of The Software shall not be used for any other purpose other than to operate The Software on the computer belonging to The User. Ideally the computer containing the purchased license shall remain on the premises belonging to The User's place of business, however it is deemed possible that the computer may be moved off-site for short periods of time.
- 2.5 Under no circumstances shall a license nor The Software belonging to The User be on-sold, traded, modified, reverse engineered or moved to any person(s).
- 2.6 The User's computer may need to be replaced. Where this is the case, for any reason, a license transfer shall take place
 - 2.6.1 Any charges and the process of a license transferal shall be overseen and governed by The Supplier. These charges shall be visible on the website of The Supplier and shall be paid in full or at The Supplier's discretion prior to the work required to transfer the license. It is noted and understood that these charges are for the remuneration of time and expenses by The Supplier.
 - 2.6.2 The Supplier may ask The User for a written form to be completed prior to the transferal. This shall be completed by The User and returned to the satisfaction of The Supplier prior to any work to be undertaken.
 - 2.6.3 As part of the process of license transferal, the license must be removed from the obsolete computer within five (5) working days of the transfer. There are no exceptions. Failure to comply with this clause may invoke limited functionality of The Software.
 - 2.6.4 As the license transfer involves communication between The Supplier and The Vendor, it is understood that time constraints in communication and the reliance on medium such as the internet may impact on the ability of The Supplier to complete the license transferal. Where this is the case, The User shall not hold The Supplier responsible for this delay. The Supplier shall make all efforts to complete the license transferal, therefore it is recommended that The User pre-schedule a license transfer with The Supplier, to enable sufficient time for this to take place.
- 2.7 A purchased license shall remain the property of The User. The User therefore shall be able to use the license at his or her discretion at any time, provided that all other



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clauses of these terms are adhered to. A purchased license does not in itself permit The User to operate The Software outside the boundaries of these terms, nor does it guarantee that at any time, the license used on any other version of software other than the version for which it was originally purchased.

- 2.8 It is understood that, pertaining to section 3, that at any time the current version of The Software may be rendered obsolete and whilst The Supplier shall release minor patches at no charge, a time will inevitably come whereby certain versions may become obsolete. Where this is the case, an upgrade shall be offered to use the license on the current version of The Software, the charges for which shall be at The Supplier's discretion and shall be advertised on the website of The Supplier.
- 2.9 The Software shall be installed entirely at The User's risk. Neither The Supplier nor The Vendor shall be held liable for any loss or damage resulting from the installation of The Software.
- 2.10 The Software shall be deemed to have no useful value and is bound to The User as the company or entity to whom it was purchased.

3 Software versions and upgrading

- 3.1 The Software shall be released with the version number in three forms: version x.y.z. These letters shall be used to describe x – a major version change, y – a major update and z – a minor version update or patch.
- 3.2 At any time The Vendor may release a version greater than the current version. The Supplier holds no responsibility over the change from one version to another, nor the time at which the newer version is released.
- 3.3 The Supplier shall make a reasonable effort to collect feedback from The User to supply information to The Vendor in order to suggest improvements in later versions. There is not guarantee or certainty that any feedback from The User shall result directly towards any new feature, fix or improvement of The Software. Feedback sent from The User to The Vendor via The Supplier does not permit any new version to be provided free of charge, pertaining to section 2.8
- 3.4 A new version of The Software may contain a new unlock code to be entered in order to utilize The Software. It is understood that the costs to remunerate The Supplier for time, as per section 2.6.1, to transfer the license to a new version of The Software shall be settled prior to the unlocking procedure, even for a valid license. Installing a new version of The Software may require payment to unlock and use it as full featured software and as such, it will be made known on the website of The Supplier and on any media that a charge for the upgrade may be required. It is a condition of installing any new version of The Software over an existing version that The User has read and understood the terms of upgrading, based on the existing version that has been installed by The User and the current version that will or has been installed by The User.
- 3.5 The Supplier shall make every effort to release new versions on the website and available on a hardware media (the charges for any versions on media to be at The Supplier's discretion) in a timely manner. In addition, the upgrade shall be announced to all existing users of The Software, the method by which shall be at The Supplier's discretion. Whilst The Supplier shall make every effort to ensure the accuracy of The User's details, The Supplier shall not be held responsible, should the notification not reach The User for any reason.
- 3.6 A change in "z" shall be, for the most part, provide a minor fix, change or subtle new feature(s) to The Software. Where this is the case, it shall be uploaded either as a small patch (additional small file to be installed) or as complete software. In either



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case, The Software shall be installed by The User and the changes listed on the website of The Supplier.

- 3.7 A change in "y" may indicate a major upgrade to the software, major changes, features and fixes. In addition, it may require a new method of producing the software as fully functional by means of an unlock code. Where this is the case, it shall be announced on the website of The Supplier and any charges for remuneration of time and expenses by The Supplier, or charges pertaining to the upgrade from any obsolete version of The Software shall be paid in full prior to any work to be performed by The Supplier.
- 3.8 A change in "x"
- 3.9 Any version of The Software (including obsolete versions) that has been found to be pirated, hacked, modified or used in any means, whose records do not correlate with a genuine purchase of a license from The Seller, or overdue accounts may constitute a breach of these terms and therefore a breach of the license. Where this is the case:
 - 3.9.1 A request may be made by The Supplier to view and verify any payment made by The User for any license, pertaining to section 2.5
 - 3.9.2 Should any request by The Supplier to The User to verify the legitimacy of The Software be ignored, and/or not provided to The Supplier's satisfaction, may constitute a breach of these terms and therefore the license.
 - 3.9.3 Where there is a case of more than one license purchased by The User, a request may be made by The Supplier and must be verified as to the number of licenses used on the premises or owned by The User. Where the legitimacy is brought into question, this may constitute a breach of these terms and therefore the license(s)
 - 3.9.4 A breach of the license terms may result in the inefficiency or limited use of The Software on one or all computers on which The Software operates on the premises of The User. Where this is the case, The User may be required to purchase valid license(s) prior to the activation process. Additional processing and support fees may apply.
- 3.10 Whilst every effort has been made to ensure the accuracy of upgrades, updates and patches resulting from information provided by The Vendor, The Supplier makes no guarantee and shall therefore not be held responsible for any changes (including those incurring an additional fee) by The Vendor, inevitably passed onto The User at any time.
- 3.11 Pertaining to section 2.9, The Software shall be upgraded entirely at The User's risk and shall be performed at such a time that does not impact on the business of The User, should any additional support be required. It is recommended that The Supplier be notified prior to any installation or upgrade of The Software in order to minimize any possible downtime as a result of an upgrade.

4 Support terms

- 4.1 Support shall be given by The Supplier for any situation that occurs, including:
 - 4.1.1 Announcing new versions of The Software
 - 4.1.2 Assistance with the installation, training, and license administration
 - 4.1.3 Assistance in problem solving, regardless of whether the problem is generated by the computer, the network or by The Software
 - 4.1.4 Assistance in the correct computer specifications for the latest version of The Software
- 4.2 The website of The Supplier shall determine the standard response times based on the urgency and nature of the issue requiring support. The response times indicate



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the initial response to the lodged ticket, however they may not necessarily be a final resolution, depending on the time and resources required to reach a satisfactory resolution.

- 4.3 As per section 1.7, basic training shall be given by a means determined by The Supplier in the default setup of The Software and basic usage. An additional training package may be purchased in addition to a primary license purchase and shall exist for a period of 14 days from original purchase, consisting of up to one hour duration of phone and remote desktop connection (if practicable) provided payment of the license and the training package have both been made in full.
- 4.4 Fees for the support offered shall be governed by time, urgency and the nature of the issue requiring support. These shall be controlled by The Supplier, the prices for which shall be advertised on the website of The Supplier or by any other means at The Supplier's discretion.
 - 4.4.1 All support shall be treated with the lowest degree of priority unless expressly marked in the ticket and paid for in full.
 - 4.4.2 The price for support shall be governed by cumulative time consisting of the initial ticket content, any research required (including correspondence with The Supplier) and a resolution to close the ticket.
 - 4.4.3 The time taken for support shall be charged, where applicable, based on half-hour blocks or part thereof.
 - 4.4.4 Where the time taken is greater than the initial fee of the price indicated on the website of The Supplier, the remainder shall be invoiced separately. The terms of the additional invoice must be adhered to prior to any future support being given.
 - 4.4.5 Where the invoice for support is not settled in full by the terms indicated on the invoice, the functionality of The Software may be affected and additional payment may be requested and paid for in full prior to any future support being given.
- 4.5 The support offered shall be instigated by The User by the Online ticketing system on the website of The Supplier.
 - 4.5.1 One issue per support ticket shall be raised.
 - 4.5.2 The payment structure shall recuperate on a per-ticket basis. Where the time incurred by The Supplier exceeds 30 minutes for any ticket, The User shall be charged for each 30 minute block or part thereof for the said ticket.
 - 4.5.3 Where this is unavailable, the fees for any support shall be delivered to The User by means of phone communication and settled prior to the commencement of any work.
 - 4.5.4 Where the initial contact is made by any other means by The User, it shall be at The Supplier's discretion to re-direct the support initialization to the ticketing system.
 - 4.5.5 Where the ticketing system has failed for any reason, The Supplier shall make alternate arrangements in order to provide on a temporary basis by other means until such a time that the ticketing system is re-instated.
- 4.6 The fees for all support, excluding the delivery of additional hardware, are based on a remuneration of time and expenses incurred by The Supplier. There are no exceptions to this clause. As a consequence, a resolution shall always be sought to close the support ticket to the satisfaction of both The Supplier and The User.
 - 4.6.1 The resolution may or may not solve the issue directly. For example, it may be found that the computer specifically causes the issue. Therefore the



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- resolution is to purchase a computer that better meets the specifications of The Software.
- 4.6.2 Should it be found that another piece of software interferes with the proper usage of The Software, the resolution shall be that either interfering software be removed. It shall be at The Supplier's discretion whether a third party performs this action or The Supplier removes the interfering software upon written agreement by The User at The User's expense.
 - 4.6.3 Other situations involving improper setup of computers, obsolete or damaged hardware or operating systems, or configurations outside of the specifications determined for The Software to operate correctly may also require additional attention.
 - 4.6.4 The payment of the lesser support type required will override the nature of the support requested, regardless of the support requested outlined in the opened ticket.
 - 4.6.5 A resolution may result in the issue of the ticket be directed to The Vendor and associated programmers for the purposes of a possible future upgrade that will address the issue raised in the ticket. Where this is the case, The User agrees that the re-direction of the issue to The Vendor by The Supplier is a satisfactory outcome.
 - 4.6.6 The resolution of any issue once a ticket is closed is final. Any outstanding payments beyond the closure of a ticket shall be settled in full within 48 hours of the initial ticket raised only upon written agreement and alternative payment arrangements. Where there is no agreement, The Supplier reserves the right to leave the ticket un-responded until payment is received.
- 4.7 The Supplier reserves the right to close any unpaid ticket, should the ticket not be settled for the first half hour after a 48-hour timeframe regardless of the priority of the ticket. During this time, The Supplier may offer support at the sole discretion of The Supplier should an alternative payment arrangement be made in writing and agreed to by The Supplier.
- 4.8 The Supplier may advertise one or more pre-paid packages to accommodate support. Where this is the case:
- 4.8.1 Any outstanding tickets of the User must be closed prior to commencing a support package
 - 4.8.2 A one month grace period shall commence from the time of payment of the package. Any support tickets raised during this time shall either be settled in full or detract from the balance of the package once paid.
 - 4.8.3 The limit of pre-paid packages shall constitute fair usage. Where this is in conflict, any pre-paid plan shall not invoke more than 15 tickets per 6 months, 15 issues per 6 months or a cumulative time expenditure of The Supplier to address and support the issues raised over the 6 month period of more than 40 hours, whichever is the greater.
 - 4.8.4 The Supplier shall inform The User by any necessary means as to the expiration of the pre-paid support either:
 - 4.8.4.1 Upon the limit specified in 4.8.3 being reached
 - 4.8.4.2 Within 2 working days of the expiration date of the pre-paid plan
- 4.9 Either The User or The Supplier may close the ticket. Upon the closure of a ticket, a new issue shall require the opening of a new ticket and applicable payments made.
- 4.9.1 It shall be only at The Supplier's discretion, should a previous ticket be made to resolution in a short period of time, to allow two or more tickets to be opened by The User based on the rollover into half hour charged blocks to



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combine these tickets under the one price banner. It must be approved in writing from the closure of the initial ticket prior to the opening of sequential tickets for the above to take effect.

- 4.10 Should the resolution include the involvement of a third party, it shall be at The Supplier's discretion to recommend or to search for a competent third party, however it shall be The User's full responsibility to commission the supply of the services and/or products of the third party, respective settlement of expenses and payments to the third party. The Supplier shall hold no responsibility as to the quality of work, products nor be liable for the payment of any kind to any third party.
- 4.11 The Supplier may be in a position to support versions of The Software prior to the current release, however The Vendor holds the position, where required, to assist with the support. Where support from The Vendor is unavailable, the resolution shall be to upgrade to the latest release. Fees to upgrade to the latest release may apply in addition to the cost of support.
- 4.12 The Supplier may be asked by The Vendor to contact The User resulting from a lodged error report. Where this is the case, The Supplier agrees not to charge The Vendor for the said issue only at the point of contact between The Supplier and The User. The Supplier shall contact The User at no charge to The User for the expectation of no more than:
- 4.12.1 Two returned emails, or
- 4.12.2 One contact phone call
- 4.13 Any additional custom report requested in any format shall be at the discretion of The Supplier to produce. Fees to produce the report shall be in addition to the request of the support ticket. Should a custom report of any nature be produced, it shall be at The Supplier's discretion as to any relocation in any public domain of the report. The Supplier agrees not to disclose the source of the request.
- 4.14 As of this release, any support subscriptions not settled in full, preceding the release date of this document shall be considered null and void. Support subscriptions shall be considered obsolete and shall not be utilized after this time.

5 Disclaimer

- 5.1 The Supplier shall, for the best interests of The User, provide information and instructions. The primary medium shall be The Supplier's website for the release of information, however it shall be at The Supplier's discretion should other means be utilized.
- 5.1.1 Any information given to The User by The Supplier shall be, for all intents and purposes, be understood by The Supplier to be accurate. This does not indicate that the information may change over time, nor does it, in any case, hold The Supplier liable for any loss or damage resulting from the use of The Software of any kind.
- 5.2 The Supplier retains the right to alter any prices, terms, contracts or conditions at any time with or without notice to The User.



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