



# ASTUTE SYSTEMS

## SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

Astute Systems Standard Software Maintenance & Support Agreement

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This Maintenance & Support Agreement (“Agreement”) is made between **Astute Systems Pty Ltd** (ABN: 75 675 159 494), an Australian company with its principal place of business at 2.08 315 Brunswick Street, Fortitude Valley, QLD. 4005 Australia (“Provider”), and the Customer identified below.

## 1. DEFINITIONS

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“Astute” means Astute Systems Pty Ltd and any relevant affiliate providing maintenance support under this Agreement.

“Licensed Product” means the licensed Astute software packages and associated documentation delivered under separate licence terms and confirmed through Registration.

“Upissued Products” means newer versions of the Licensed Product made available under this Agreement, generally providing enhanced functionality and/or fixes.

“Service Pack(s)” means fixes to specific functions within the Licensed Product made available under this Agreement, including permanent, temporary, or custom fixes.

“Source Materials” means source code and related source items (such as build scripts) and source-specific documentation included within the Licensed Product. Object code and end-user object-code documentation are excluded.

## 2. SERVICES

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With respect to the Licensed Product, Astute will provide the following services during the applicable support period.

### 2.1 TELEPHONE AND REMOTE ACCESS SUPPORT

Astute will respond to technical queries raised by Customer regarding installation and normal usage of the Licensed Product on Astute hardware in originally delivered form, unmodified by Customer.

Customer must initially direct technical queries to Astute support via telephone during local office hours or by email at any time. Astute may provide remote assistance using troubleshooting tools where appropriate.

Astute will provide access to applicable Service Packs and Upissued Products as they become available. Default delivery is via web, email, or other agreed media established during Registration.

## 2.2 LIMITATIONS OF MAINTENANCE SERVICES

Maintenance services under this Agreement are provided to Customer only, not Customer's customers, unless such party enters a separate maintenance arrangement with Astute.

Unless otherwise agreed in writing, this Agreement applies to a single site and single program within Customer's business.

Where remote assistance is offered, Astute is not liable for impaired outcomes caused by Customer's inability to accommodate required troubleshooting tools.

Except where otherwise agreed, remote assistance excludes onsite support at Customer facilities. Onsite support may be provided at additional charge.

Where initial evidence indicates a potential Licensed Product issue, Astute will provide reasonable support to assist correction, but does not guarantee that every issue can be solved. Astute may instead provide a functional workaround where more effective.

Customer must provide sufficient detail (including code/program material where necessary) to allow Astute to reproduce reported issues. If a reported issue is determined to arise from Customer-originated causes, third-party hardware, or third-party software, Astute may charge time spent at then-current professional service rates.

Astute may require use of Upissued Products as the sole support route if evidence reasonably indicates those releases resolve or materially reduce issues. If Customer declines to use such Upissued Products, Astute's support responsibility is deemed satisfied.

Where Licensed Product interoperability depends on third-party software, Astute is not obligated to support all revisions beyond those supported at commencement of this Agreement. Support for newer revisions may be impracticable due to technology changes, third-party constraints, or obsolescence.

If Customer has acted in good faith and provided all practicable information yet Astute cannot reproduce the issue at Astute premises, Astute may consider a technical support visit. If such visit reveals the prime cause is outside the Licensed Product, Astute may charge then-current per diem labour and expenses.

Where Licensed Product includes Source Materials, Astute assistance covers installation, intended use, and explanation of original functionality, not customer-made source modifications, except limited configuration changes Astute may accept at its sole discretion.

Hardware faults or hardware feature issues are outside this Agreement, which covers software only.

## 3. WARRANTY

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Astute warrants that services under this Agreement will be performed in a manner consistent with standard commercial industry practice.

If a failure to meet this warranty appears within ninety (90) days after completion of the relevant service task, Astute will correct such failure by re-performing defective service portions. If reperformance is impracticable, Astute will provide, without charge, services substantially equivalent to those required for reperformance.

These warranties and remedies are conditioned on proper installation, use, and maintenance of Licensed Product, proper system design/configuration, conformance with Astute recommendations, prompt defect notice, and Customer making relevant personnel/software/systems available as reasonably required.

The foregoing is the exclusive remedy for claims based on failure or defect in services, whether arising before or during the warranty period.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING THE AUSTRALIAN CONSUMER LAW, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED EXCEPT TO THE EXTENT SUCH RIGHTS CANNOT BE EXCLUDED. ASTUTE DOES NOT WARRANT PRODUCTS OR SERVICES OF OTHERS DESIGNATED BY CUSTOMER.

## **4. LIMITATION OF LIABILITY**

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASTUTE'S LIABILITY FOR CLAIMS ARISING OUT OF OR CONNECTED WITH SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT EXCEED THE ANNUAL CONTRACT PRICE OF THE SUPPORT SERVICES PROVIDED HEREUNDER.

Such liability terminates on expiry of this Agreement or the warranty period above, whichever is later.

## **5. EXCLUSION OF CONSEQUENTIAL DAMAGES**

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASTUTE, ITS EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, USE, DOWNTIME, OR CUSTOMER-CUSTOMER CLAIMS.

Customer must indemnify Astute, its employees, and suppliers against such third-party claims from Customer's customers to the extent permitted by law.

## **6. GRATUITOUS ADVICE**

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If Astute furnishes advice or assistance concerning products or systems not required under this Agreement, such advice or assistance does not create additional liability for Astute.

## **7. RESTRICTIONS ON ASSIGNMENT**

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Customer may not assign or transfer this Agreement without Astute's prior written consent.

## 8. ASTUTE RIGHTS

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This Agreement does not alter original terms of any Astute licence under which Licensed Product was obtained. Those terms remain in force.

All rights in Service Packs, Upissued Products, and other corrections/additions/documentation provided under this Agreement remain with Astute, and Customer rights and obligations regarding use, transfer, and confidentiality continue to be governed by the underlying software licence.

## 9. TERM AND TERMINATION

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This Agreement becomes effective only when all of the following have occurred:

- Receipt by Astute of Customer's annual maintenance support fee.
- Receipt by Astute of Registration confirming acceptance of this Agreement.
- Initial delivery by Astute of Licensed Product to Customer.

Support does not commence until these preconditions are satisfied.

Subject to mutual agreement, this Agreement may be renewed annually prior to expiry, subject to continuing product support availability and payment of applicable yearly service fees.

Astute will provide at least thirty (30) days notice before service period end. Timely payment extends support. If payment is not received, this Agreement terminates and Customer may be placed on inactive status. Reactivation may require payment of a reinstatement fee in addition to annual support fees.

Astute may alter, discontinue, or refuse renewal for Licensed Product support. In case of discontinuation, Astute will continue support for existing Customers through the end of their current paid initial or renewal term.

Support under this Agreement automatically terminates if the underlying software licence terminates.

## 10. CHARGES AND PAYMENT TERMS

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Astute may adjust yearly service fees for each renewal year and will notify Customer at least thirty (30) days in advance of renewal.

Renewal charges are due on renewal and payable within thirty (30) days of invoice date.

## 11. U.S. GOVERNMENT CONTRACTING

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If Customer is a U.S. Government entity, or supplies products/services to the U.S. Government including services under this Agreement, Customer is solely responsible for compliance with applicable U.S. procurement statutes and regulations, including applicable FAR/DFARS obligations.

## 12. GENERAL PROVISIONS

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These terms, together with referenced terms/documents, form the complete agreement between the parties. Any modification, amendment, rescission, waiver, or change is binding only if in writing and signed by Astute's authorised representative.

Any oral/written representation, warranty, course of dealing, or trade usage not contained or referenced in this Agreement is not binding on Astute.

If any provision is invalid in whole or part, the remainder remains effective.

This Agreement is governed by the laws of the State of Queensland, Australia, without regard to conflict of law principles.

Customer must not transmit information, suggestions, or ideas claimed confidential to Astute except under a separate written confidentiality arrangement signed by an authorised Astute representative.

## 13. REGISTRATION

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Services are ordered through the Astute sales network. Once ordered, Customer must accept this Agreement and register Licensed Product usage covered by this Agreement.

Registration establishes Customer details in Astute's maintenance database and confirms covered Licensed Products. Customer may be asked for technical details regarding system usage and/or product options.

Customer must provide site and program details, email/phone details, and two technical contact names. Maintenance issues are handled through these contacts.

Customer registration will be confirmed by email and may be followed by formal correspondence.

**Customer Name:**

**Program Name:**

**Customer Site Address:**

**Signature:**

**Position:**

**Printed Name:**

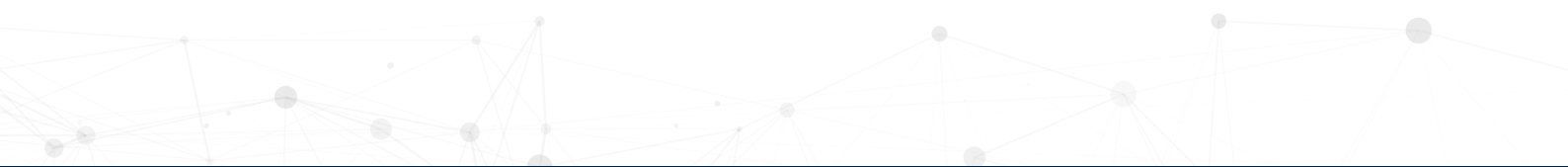
**Date:**

### **13.1 CUSTOMER TECHNICAL CONTACT NAMES AND CONTACT DETAILS**

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### **13.2 ASTUTE SYSTEMS SUPPORT CONTACTS**

**Australia / APAC** Astute Systems Pty Ltd 2.08 315 Brunswick Street, Fortitude Valley, QLD 4005, Australia  
Phone: +61 (0)7 3555 5560 Email: [enquiries@astutesys.com](mailto:enquiries@astutesys.com)



**Customer:**

**Address:**

**Authorised Signatory:**

**Date:**

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