

ZEDMED

FOCUSED INNOVATION

Kookoora Surgery

Date: April 2018

Sales Agreement

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Project Overview



12/04/2018

Dr Corinne Webb
Practice Principle
Kookoora Surgery
134 Kookora Street
Griffith, NSW 2680

Dear Dr Webb,

Thank you for your interest in choosing Zedmed as your Practice Management Software partner. We believe we can offer you the best solution and support to ensure the future success of the Kookoora Surgery and look forward to building a long relationship with you.

Within this proposal you'll find information for the initial setup of, and ongoing subscription for Zedmed. Within the proposal I've taken into account your request to migrate data from Promedius and 2.5 days training.

I understand how important getting the right practice management software is, so please let me know if you have any uncertainty or further questions, I'm only too happy to help.

If you are satisfied with this proposal, please sign it, and return it to me by email, fax, or traditional mail. Once we have your signed quote we can book in the setup of your practice and have you using Zedmed as soon as possible.

Jack Stylianou
Sales Manager,
Zedmed
0444 111 222
jacks@zedmed.com.au

Olia? Quidit, que num or pliam, conterbemus novis atquonsumus niris, Cat gra? inirmai onficon vilicta, Catemum dum iachil vivem orununum iam et; eo, nossena tuspienteres Cat, condess imordit.

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Jack Stylianou
Sales Manager,
Zedmed
0444 111 222
jacks@zedmed.com.au

Project Acceptance



The tables below provide a breakdown of costs for each part of the project.

Part 1: Implementation

Included Items

Data Migration from Promedius

Database setup and preparation

On-site Training – 1 Trainer for 2.5 Days

First Quarterly Subscription for 3 Providers

Unlimited Admin/Reception Users

Total (excluding GST)

\$4,060

Part 2: Quarterly Subscription

Included Items

Access to the Zedmed application

Online training resources, including webinar training sessions

Dedicated account management

Application upgrades

Unlimited Phone/Email support provided by our locally based support centre

Invitation to Zedmed events

Total (excluding GST)

\$858

To confirm acceptance of this proposal, please sign the below:

Signature: _____

Name: _____

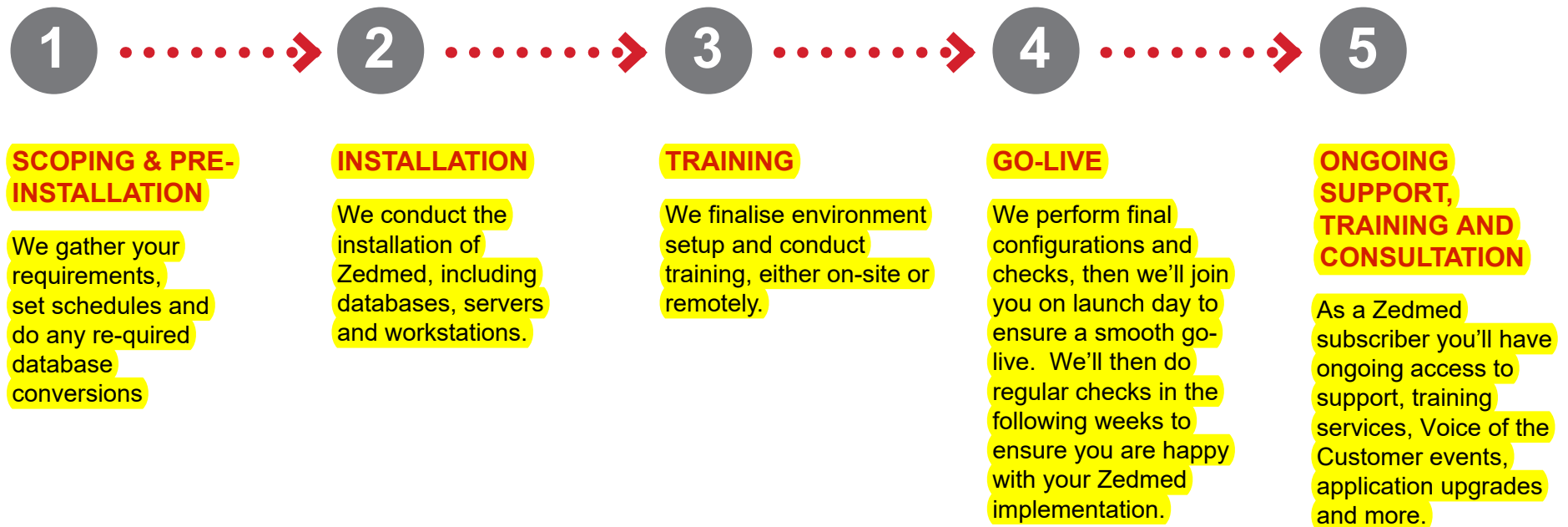
Date: ____/____/____

☐ Please tick this box to indicate you have reviewed and accepted the terms and conditions of this agreement (page xx to xx)

Next steps with Zedmed

At Zedmed our objective is to be the best partner your practice can have. Please see the following for information about what happens next and how to get the most value from your Zedmed subscription.

Implementation Workflow



Training



Training is paramount to ensuring you are getting the most return from your investment. Zedmed offers a variety of training options to help reduce knowledge gaps, improve data quality, and to improve efficiency. Zedmed training is beneficial for team members new to and experienced with Zedmed, also is provided by a highly knowledgeable training team.

ON-SITE TRAINING

A specialist training consultant will visit your practice and conduct an onsite training session with you and your staff. Prior to this, the training consultant will call you to tailor make a training plan specific to your needs. These can be sessions with individual staff or team sessions with Admin or Clinical staff to ensure everyone is on the same level.

WEBINARS

Zedmed runs regular webinars across a wide range of topics, free of charge for Zedmed subscribers.

REMOTE TRAINING

Remote training is ideal for short training sessions and very small groups. The training consultant will contact you prior to the training session to tailor a training plan and to advise on the suitability of remote training for your needs.

ONLINE HELP DOCUMENTATION

Our online help documentation is comprehensive and should solve most common issues or queries.

To book training, please get in touch with us at one of the following:

Phone: 1300 933 000

Email: support@zedmed.com.au

Website: zedmed.com.au/support-and-training

Your Zedmed Team



Samantha Murray
General Manager

On behalf of my team I would like to welcome you and your practice to Zedmed, and to take this opportunity to reiterate our commitment to providing you with the very highest standard of product, service and support. We hope you enjoy the use of Zedmed for many years to come, and we look forward to helping your practice grow.

General Manager
samantham@zedmed.com.au



Scott Davis
Training and Support

My team and I understand how critical the smooth operation of your practice is, and will be on hand to help you from before you go live and through your continued journey with Zedmed. We are locally based and expert in what we do, so please do not hesitate to reach out to us whenever you need us for both training and technical assistance.

Service Desk Manager
scottd@zedmed.com.au



Paul van't Klooster
Product Development

Zedmed is a product that is constantly developed and updated to meet the changing needs of our clients. We work extensively to simplify a complicated industry, and we endeavor to lead you to being more efficient and effective in your practice management. Development is driven by you, our clients, so we encourage you to always reach out to us with feedback and suggestions.

Solution Delivery Manager
paulk@zedmed.com.au



Jack Stylianou
Account Management

My team and I are available to you to address any queries and concerns you have about your Zedmed subscription. Our goal is to ensure you are completely satisfied with Zedmed, and we will do whatever it takes to make that happen. I am personally available to you at all times and encourage you to reach out to me for any reason at all. I look forward to you being a Zedmed for a long time to come!

Sales Manager
jacks@zedmed.com.au

Why Zedmed?

Established since 1979, Zedmed is a recognised market leader, installed in over 1,100 practices and used by 10,000 clinicians nationwide

- Zedmed supports both the Office and Clinical requirements of an array of medical practices, with three to four new releases a year it is constantly evolving to meet the needs of the healthcare industry.
- Product development is driven by customer consultation, with quarterly Voice of the Customer workshops, site visits and focus groups.
- Our training team will come to your site before launch and on the day of implementation to ensure you have a smooth launch and that your staff are well equipped to use Zedmed.
- Our team of ten highly experienced support staff will provide you with best in class, personal support to ensure you have the best experience with Zedmed.
- Zedmed can migrate data from over 40 competitors, making switching to Zedmed seamless task.

The Zedmed Difference



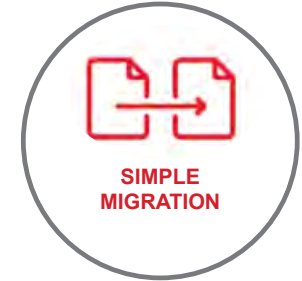
Product development is driven by ongoing customer consultation, conducted through regular customer workshops, online consultation, and regular face-to-face visits Australia wide.



Based locally, so we understand the unique needs and challenges practices face when operating in the Australian market.



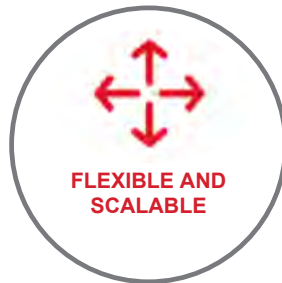
Zedmed provides best in market customer support, with a locally based, highly knowledgeable support team who will be with you every step of your journey with Zedmed.



Zedmed integrates with other key service providers such as SMS, secure messaging, and drug databases.



Zedmed offers a range of training options to ensure you and your team are getting the most out of Zedmed, including webinars, on-site training, and extensive documentation.



Zedmed is highly scalable and can support any sized practice, from a single specialist to a multi-site operation. We will grow with you.



Zedmed is constantly being updated with new functions and features, with new version releases several times per year.



Zedmed makes core practice functions easy, but it also boasts powerful, deeper functionality for more advanced users.

Total Practice Management



Terms & Conditions (1)



ZEDMED PTY LTD ABN 77 093 859 315 ("ZEDMED")

LICENCE TERMS AND CONDITIONS WITH RESEPECT TO ZEDMED MEDICAL SOFTWARE SOLUTIONS ("LICENCE")

1. NATURE AND SCOPE OF THIS AGREEMENT

- 1.1 This Licence together with the Quotation, constitute a contract that applies between Zedmed and the Licensee from the Commencement Date in respect of any use by the Licensee of the Software.
- 1.2 The Licensee acknowledges that any use of the Software by the Licensee, whether for its own use or (where permitted) by any Users, shall be governed by this Licence.

2. GRANT AND TERM OF LICENCE

- 2.1 In consideration of the Licensee entering into this Licence and the payment of the Fees by the Licensee, Zedmed agrees to provide to the Licensee a non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the Software for the Term.
- 2.2 This Licence grants to the Licensee the right to:
 - (a) use the Software for the number of Users specified in the Proposal or Agreement;
 - (b) be provided with new versions and upgrades to the Software during the Term as support; and
 - (c) receive the benefit of any other services referred to in the Proposal or Agreement.

3. FEES

- 3.1 The Fees payable by the Licensee are set out in the Quotation, and may be varied by Zedmed as provided in the Quotation.
- 3.2 Zedmed will provide to the Licensee an invoice for Fees paid under this Licence which shall be payable in cleared funds by the Licensee within 14 days of the date of the invoice.
- 3.3 The Fees are exclusive of GST (unless expressly stated otherwise).

The Licensee shall pay GST on all Fees and amounts as invoiced by Zedmed at the same time as payment of the Fees.

4. ZEDMED'S OBLIGATIONS AND WARRANTIES

- 4.1 with updates and support in respect of or related to the Software as provided in the Quotation and otherwise as Zedmed considers may assist the Licensee in fully utilising the Licence provided to the Licensee.

- 4.2 Zedmed shall respond to all questions or requests for support from the Licensee related to the Software to the extent reasonably possible.

5. LICENSEE'S OBLIGATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

- 5.1 The Licensee shall ensure that only the number of Users specified in the Quotation shall have access to the Software and shall take all reasonable steps to ensure that all Software is secure from copying or any other tampering or use by any third party that is not permitted by law or under the terms of this Licence.
 - 5.2 The Licensee shall:
 - (a) comply with all laws and regulations applicable to the business of the Licensee and, the use of the Software; and
 - (b) advise Zedmed immediately in writing of any act or omission of any party coming to the attention of the Licensee that may breach the terms of this Licence.
 - 5.3 The Licensee shall not:
 - (a) do any other act or omit anything which shall or may lead to any claim being made against Zedmed by a third party;
 - (b) introduce any virus, Trojan horse, worm, software bomb or similar item that may cause damage or harm to the Software or otherwise wilfully endeavour to damage the Software; access any source or object code, reverse engineer, reverse assemble, disassemble, reverse compile or decompile any part of the Software, nor cause or allow a third party to do so.
 - (c)
 - 5.4 The Licensee acknowledges that other than those rights which are contained in this Licence, Zedmed has not conferred on the Licensee any proprietary rights or interest in the Software.
 - 5.5 The Licensee acknowledges and agrees that it is responsible to ensure that its Users comply with any and all relevant requirements of this Licence and is fully liable to Zedmed for any act or omission of its Users.
- ### 6. LIMITATIONS OF WARRANTY/LIABILITY
- 6.1 The Licensee acknowledges that it is responsible for its own computer hardware and software and properly installing and integrating the Software with the Licensee's own computer system, and for the conversion of its data for use on or with the Software. Zedmed is not responsible for any failure or errors in the Software that are caused by the Software being utilised on or with incompatible hardware and software. Zedmed is not bound or liable for any error or omission in or generated by the Software.

Terms & Conditions (2)



6.2 Zedmed is not responsible for and does not guarantee:

- (a) the accuracy of the MIMS database; or
- (b) the accessibility of patient or healthcare providers' unique healthcare identifiers or other information from Medicare Australia.

6.3 Zedmed shall not be liable for any failure in connectivity or system failures due to third party, internet or provider errors or software or caused by or due to the internet or the Software being unavailable or inoperable for any reason, or for the failure in or errors relating to the installation of the Software.

6.4 The Licensee acknowledges that it must rely upon its own judgment as to the nature, quality and condition of the Software supplied by Zedmed and as to its sufficiency for any use or purpose.

6.5 Except for any express written warranty or guarantee in this Licence or at law, Zedmed provides no other warranty, express or implied, including any implied warranty of merchantability or fitness for purpose or otherwise. Any warranties expressed or implied by law or statute, in respect of the Software or any services referred to in the Proposal whether in respect of quality, fitness for intended purposes or otherwise, are excluded to the extent that such law or statutes permit exclusion.

6.6 In no event will Zedmed or any of its Personnel be liable for:

- (a) any loss by any third party;
- (b) any special, incidental, indirect, punitive or consequential Damages; loss of profit, revenue, goodwill, use or the costs of procuring substitute goods or services; or
- (c) damages, in the aggregate, exceeding the value of Fees actually received by Zedmed from the Licensee under this Licence;

7. SOFTWARE

7.1 The Licensee acknowledges and agrees that the Software is owned by Zedmed or licensed to it and the Licensee will not contest or challenge title, rights or ownership of the Software.

7.2 If any claim of infringement arises resulting from the Licensee's use of any of the Software the Licensee must immediately notify Zedmed of the facts concerning such claim or challenge. The Licensee agrees that Zedmed has sole discretion as to what action to take, if any, regarding the claim of such third party. If Zedmed elect to take legal or administrative action in connection with any such matter, the Licensee shall, if required by Zedmed, join as a party to such action or allow the action to be brought solely in the name of Zedmed.

8. FORCE MAJEURE

8.1 Neither party shall be liable to the other for any breach or failure to perform any of its obligations (other than the payment of money) under this Licence where such breach or failure is occasioned by a cause or causes beyond the reasonable control of that party including (but without limiting the generality of the foregoing) civil commotion, hostilities, strikes or lock outs and if either party is or is likely to be affected by any such event it shall immediately notify the other party of the occurrence or likely occurrence of the anticipated events and shall use all reasonable endeavours to overcome or mitigate the effects of the force majeure event.

9. NOTICES

9.1 Any notice given hereunder shall be deemed to have been sufficiently served if physically delivered or communicated by facsimile or e-mail addressed to the last known address of the addressee. If a notice is sent by way of facsimile or e-mail it shall be deemed to have been served when in the ordinary course of transmission, it would have been received.

10. TERMINATION

10.1 Zedmed may terminate this Licence by written notice to the Licensee: (a) immediately if the Licensee fails to make any payment to Zedmed payable in accordance with this Licence within 20 Business Days of such payment falling due;

- (a) immediately if the Licensee otherwise fails to comply with this Licence: or
- (b) without reason by providing 90 day notice to Licensee.

10.2 The Licensee may terminate this licence without reason by providing 90 days written notice to Zedmed.

10.3 Effect of Termination

10.4 Where this Licence has been terminated:

- (a) the Licensee's right to receive support and new versions or upgrades of the Software ends immediately and
- (b) on request, the Licensee must immediately uninstall all copies of the Software licensed under these Terms from its systems and return all "hard copies" of such software to Zedmed; and
- (c) within fifteen Business Days from Zedmed's request under clause 10.3, the Licensee must provide Zedmed's Personnel such reasonable access to the Licensee's systems and system information

Terms & Conditions (3)



as is necessary to enable Zedmed to confirm that the Software has been uninstalled.

11. AUDIT

11.1 During the Term, Zedmed's Personnel may have Reasonable access to the Licensee's systems and system information as is necessary to ensure compliance with this Licence.

12. GENERAL

12.1 To be effective, any waiver of any or all of the terms and conditions in any agreement the Licensee has with Zedmed must be in writing.

12.2 The Licensee may not assign all or any of its rights or obligations under this Licence without the prior written consent of Zedmed.

12.3 Where Zedmed has rights and remedies at law or otherwise in addition to the rights set out in this Licence, those rights and remedies will continue to apply.

12.4 Failure by Zedmed to enforce any of the terms and conditions of this Licence shall not be deemed to be a waiver of any of the rights or obligations Zedmed has under this Licence.

12.5 If any of these terms in this Licence are held to be invalid, illegal, unenforceable or void for any reason or reasons, all of the remaining terms or parts of the Licence (or part thereof) shall remain in full force and effect.

12.6 This Licence is governed by the law of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

13. CONFIDENTIALITY

13.1 The parties agree that where the Disclosing Party discloses or communicates Confidential Information to the Recipient Party, the Recipient Party must use the Confidential Information only to perform its obligations under this Agreement, and not otherwise use or disclose the Confidential Information to a third party.

14. DEFINITIONS AND INTERPRETATIONS

14.1 In interpreting this Licence:

"Business Day" means a day not being a Saturday, Sunday or public holiday in Melbourne, Victoria; "Commencement Date" means the date on which Zedmed accepts the Licensee's order set out in the Proposal and provides any Software in accordance with that the Proposal/Agreement and this Licence;

"Confidential Information" means information of or relating to a party that is

- (a) designated as confidential; or
- (b) is by its nature confidential; or
- (c) is provided to a party under obligations of confidence; or
- (d) is personal or sensitive information which is disclosed or communicated by a party to this Agreement (the Disclosing Party) to the other party (the Recipient Party), but does not include:
 - (i) information that is in the public domain or lawfully in the possession of the Recipient Party prior to disclosure; or
 - (ii) Information which is required to be disclosed by law.

"Damages" means all liabilities, expenses, losses, damages and costs (including a party's own legal costs on a full indemnity basis) whether incurred by or awarded against a party including those associated with any third party claim, and whether arising under contract, tort (including negligence) or otherwise;

"Fees" means the fees that may be payable by the Licensee to Zedmed in accordance with this Licence or the Proposal/Agreement;

"GST" means goods and services tax payable under the GST Act; "GST Act" means A New Tax System (Goods and Services Tax Act 1999) as amended from time to time;

"Intellectual Property Rights" includes copyright designs, trademarks, patents, rights to inventions or discoveries and all analogous rights, whether registered or unregistered.

"Licensee" means the party to which the Proposal/Agreement is addressed and who uses the Software;

"Personnel" means employees, agents, contractors, shareholders, principals, officers or directors of a party;

"Proposal" or "Agreement" means the letter from Zedmed to Licensee under which Zedmed provides the Licensee with price details for the Licensee, as may be varied or replaced by Zedmed;

"Software" means the Software known as (and all Intellectual Property Rights in), Zedmed Medical Software Solutions, the nature and functionality of which is described in the Proposal or Agreement;

"Term" means the period from the Commencement Date until the Agreement is

Terms & Conditions (4)



terminated by Zedmed or Licensee under clause 10;

"Use" means use of the Software for the internal purposes of the Licensee and its Users, and does not include the provision of a bureau or other external service; and "User" includes persons, including employees, contractors and agents, who are permitted or authorised by the Licensee to use the Software.

14.2 Interpretation

In the interpretation of these Terms, unless the context otherwise requires:

- (a) references to the parties or a party means the parties or a party to this Licence and includes their respective executors, administrators, successors and permitted assigns;
- (b) references to persons include individuals, partnerships, firms, associations, corporations and unincorporated bodies of persons, government or semi-government or local body or municipal bodies, and agencies or political subdivisions of them in any case whether having separate legal personality or not;
- (c) words in the singular shall include the plural and vice versa. Words importing one gender shall include the other genders and to this extent "it" shall include "he" or "she" as applicable;
- (d) any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- (e) references to clauses shall be construed as references to the same in this Licence;
- (f) references to "written" or "writing" extends wherever possible to all forms and modes of writing including all forms of medium (including electronic medium) and, without limitation, extends to all information available or provided via website, website links or email;
- (g) reference to "month" or "months" means a calendar month unless otherwise expressly stated;
- (h) any covenant that binds any two or more persons or parties shall bind them jointly and each of them severally.

Privacy Policy

Zedmed Pty Ltd ("we", "us", "our") collect, hold and use personal information subject to our privacy policy (insert link to full policy) for the purposes set out in our privacy policy. By providing us with the personal information we request, you are deemed to have reviewed our collection statement and our privacy policy, as well as having consented to us using or disclosing the information we collect from you for the purposes set out in our privacy policy, including for direct marketing to you (unless you opt out).

The full privacy policy can be viewed at the following web address: <https://www.zedmed.com.au/privacy-policy>

Terms and Conditions | Support Services (1)



1. We will provide Support Services in respect of the Software for You while You:
 - (a) maintain a paid-up Support Subscription;
 - (b) comply with the Terms and Conditions; and
 - (c) provide us with remote access to Your systems and the Software as described in clause 10.
2. As part of the Support Services, we will provide You with access to:
 - (a) Data Table Updates within 30 days after new data necessitating a Data Table Update becomes available;
 - (b) Releases, if any, and associated Documentation; and
 - (c) Our Help Desk for the purposes of giving You telephone or e-mail assistance with respect to the Software. These Help Desk services only cover:
 - (i) clarification of functions and features of the Software;
 - (ii) clarification of Documentation;
 - (iii) guidance in the operation of the Software; and
 - (iv) error verification and analysis.

The contact details for our Help Desk are as published on the Website from time to time.
3. When you first purchase a Support Subscription (and if you renew a Support Subscription after lapsing) we will provide you with a username and password. You may use these details to log-in to the Support Site.
4. Data Table updates and Software Updates will be made available for download from the Support Site. We will use reasonable endeavours to make sure that we notify You when a Data Table update or Software Update becomes available for download but we do not take any responsibility if We are unable to contact You because You do not keep Us informed of Your contact details. We recommend that you log in to the Support Site regularly to check on availability of Data Table Updates and Software Updates. If You request, We may agree to provide You with Data Table Updates and Software Updates by an alternative method, but We are not obliged to do so. We may impose an additional charge for provision by an alternative method.
5. The assistance of our Help Desk services will be available via telephone or email during the hours of 08.30 am to 5.30 pm Mon-Thu and 08:30am to 5:00pm Fri (AEST), excluding public holidays. A limited emergency contact service will be available until 8 pm on weekdays and 9 am to 1pm on Saturday and Sunday (AEST).
6. We will use commercially reasonable efforts to resolve serious errors in the Software

including Our reproducible programming errors. If remote resolution by telephone, e-mail or remote access is not possible, then if You and We agree, We will attend Your premises to attempt on-site resolution. Resolution may involve a work-around or a temporary solution, with permanent error corrections provided in the next Software Update or New Version. We must use reasonable endeavours to comply with the service levels set out in Appendix A ('Service Levels'). If We fail to comply with the Service Levels, We will:

- (a) promptly investigate the underlying causes of the failure and use all reasonable efforts to preserve any data indicating the cause of the failure;
 - (b) advise You of the status of the remedial efforts being undertaken with respect to the underlying cause of the failure;
 - (c) promptly take steps to remove the cause of failure; and
 - (d) use reasonable endeavours to remedy the failure as soon as reasonably possible.
7. The Support Services only apply to the Current Release of the Software and to the previous two major Releases of the Software. We reserve the right not to provide Support Services to You in respect of a superseded Release of the Software, even if you have a paid-up Support Subscription.

Terms and Conditions | Support Services (2)



Your Responsibilities

9. You are responsible for the proper backup and protection of all of Your software and data, as well as the implementation and maintenance of firewalls and security measures (including proper virus control).
10. In order for Us to be able to provide the Support Services to You, We require You to:
 - (a) provide us with remote access to Your systems and the Software. We will not use that remote access to access Your computing facilities for any purpose other than to provide the Support Services;
 - (b) use Our reporting procedures when reporting any error to Us.
11. You must keep us advised of Your current contact details by updating those details on the Support Site whenever they change.

Fees and Charges

12. Refer to your signed Proposal or Agreement.
13. We can charge You an additional fee for:
 - (a) provision of emergency Help Desk assistance outside of the hours set out in clause 6 at a fixed rate quoted at the time.
 - (b) installation of a New Version or a Software Update on-site (which requires Your approval) before conducting the work) at Our normal hourly rate; or
 - (c) provision of other services (such as training) to You (which requires Your approval before conducting the work) at Our normal hourly rate.
14. We can also impose an additional charge, for working on problems that were not caused by Our programming error, or where You have not implemented the most recent release of the Software. A quote will be provisioned in such cases. Unless otherwise expressly stated, all fees and charges for any of our services specified in these Support Terms or on the Website represent the value of the Taxable Supply, and do not include GST. We will provide You with a Tax Invoice in a form that complies with GST Law.
15. Our invoices are payable within 30 days of the invoice date. If You do not pay an invoice by that time, then without limiting Our rights:
 - (a) interest is also payable on the outstanding amount (this is calculated at the prescribed rate under the Victorian Penalty Interest Rates Act 1983); and
 - (a) We can suspend the provision of Support Services until You pay the outstanding invoice and interest in full.

Appendix A | Service Levels (1)



1.1 Services to be provided

While the agreement under the Support Terms remains in force, We will provide You with:

- (a) access to an operational Help Desk that provides Support Services during the hours described below;
- (b) access to Data Table Updates within 30 days after new data necessitating a Data Table Update becomes available;
- (c) the correction of errors and issues and other problems in the Software (by work-arounds in the short term, and by Updates or New Versions in the longer term); and
- (d) Updates and New Versions of the Software, without additional charge. Further details of those services are set out below.

1.2 Help Desk

You will have access to Our Help Desk telephone support service during the following hours; that is, from 08.30 am to 5.30 pm (AEST) Mon-Thu and 08:30am to 5:00pm Fri, excluding public holidays, via telephone or email. The functions of the Help Desk are to provide:

- (a) telephone assistance in relation to:
 - (i) clarification of functions and features of the Software;
 - (ii) clarification of Documentation; and
 - (iii) guidance in the operation of the Software;
- (b) a means for reporting errors and issues, either by telephone or by e-mail;
- (c) error and issue verification and analysis including by remote means if reasonably possible; and
- (d) a means of notifying You of the availability of, and arranging delivery of Updates and New Versions of the Software.

We will also provide a means of contacting the Help Desk for emergencies (i.e. Severity 1 issues as defined below only) until 8 pm (AEST) on weekdays and 9 am to 1pm (AEST) on Saturday (excluding public holidays).

1.3 Support — Defect Correction

- (a) We will use commercially reasonable endeavours to verify, analyse and correct errors and issues in the Software, reported by You, or otherwise coming to Our attention in accordance with the Service Levels set out below.
- (b) When reporting any error or issue to Us, You will provide Us with such information as We reasonably require for the purposes of identification of the error or issue and its

possible causes;

- (c) We will not be responsible for correcting errors or issues caused by:
 - (i) Your failure to implement a New Version of the Software or an Update when the error or issue would have been addressed by the implementation of that New Version or Update;
 - (ii) any changes to the operating system or environment which affects the Software;
 - (iii) any alterations to the Software by anyone other than Us or at Our direction;
 - (iv) any use of the Software in a manner for which it was not designed or intended;
 - (v) accident, negligence, or misuse of the Software; or
 - (vi) operation in an environment or upon equipment for which the Software was not

designed or licensed to be used.

1.4 Customer Contacts

You will appoint at least one employee as a Designated Contact, to initiate and manage Support inquiries with Us. You will ensure that Your Designated Contacts is familiar with the operation of the Software, and possesses a reasonably competent knowledge of the technical infrastructure in which the Software is installed and operated. You must always have at least one Designated Contact assigned during the Support term.

1.5 Exclusions

Support Services does not extend to, and the Service Levels do not apply to:

- (a) service of any software used by You that is not part of the Software;
- service in any way related to Your computer system, lack of hardware or other similar logistical difficulties;
- equipment located in a place or installation not agreed between the parties as safe, suitable and without hazards.

1.6 Access

You will provide Our personnel with access to Your equipment and software at reasonable times for the purpose of providing the Support, where We are unable to remedy problems or issues remotely.

1.7 Reports

We can on request provide You on a monthly basis with written reports on the provision of the Support, setting out a detailed description of the following:

- (a) the Support performed by Us during the previous month;
- (b) the resolution of any problems raised by You in connection with the Software; and

Appendix A | Service Levels (2)



- c) any other matters agreed by the parties in writing from time to time.

2.1 Reporting Problems and Issues

- a) You will notify Us of problems or issues that affect Software performance as soon as practical by contacting the Help Desk, either by telephone or by e-mail.
- b) We will track the issue on our ticketing system as a Support request.
- c) We will assign each Support request a severity level by agreement. If the parties cannot agree a severity level, then Our assessment will prevail. Severity levels describe the level of business impact to You, and define the rules of engagement. Severity levels are set at 1, 2 or 3 depending on the nature of the problem or issue, and they can be upgraded or downgraded at a later time.
- d) The table below summarises these Severity levels.

Problem Priority	Response Time	Target Resolution Time from Notification
1 (Priority 1): Critical Operational Issue	2 business hours	8 business hours
2 (Priority 2): Operational Issue	8 business hours	16 business hours
3 (Priority 3): Information/Queries/ Minor Errors	24 business hours	Dependant on issue and in consultation with requestor

- "Business hours" referred to above are between 08.30 am to 5.30 pm (AEST) Mon-Thu and 08:30am to 5:00pm Fri, excluding public holidays.
- Response Time is the target time within which Our qualified support personnel will respond via phone to Your request for assistance, with an appropriate plan for addressing the issue.
- Where we receive Your notification outside of business hours, we will be deemed to have received it at 08.30 am (AEST) the next business day.
- The Target Resolution Time is the time taken for us to propose a workaround or fix to You for an issue. It excludes any time taken to actually perform the workaround or fix, which may require software installations and which may have to occur out of hours due to Your operational needs. Where possible, any workaround is to be replaced by a more permanent solution in the next Update or New Version.

2.2 Our Responsibilities

- a) We will make available qualified technical representatives, during regular business hours to assist You with operation of the Software. This technical support includes troubleshooting Software issues, file management, report generation, interpretation of error messages, and problem diagnosis. We also will answer questions regarding procedures, documentation, operation, service, training, and Software enhancements.
- b) We will provide, as part of the Software the applicable Documentation.
- c) We will provide Updates and New Versions as described below for operation and maintenance of the Software:
- A "Critical" Update or Version will be issued in response to a Priority 1 issue where a workaround is not available. Critical problems will receive priority over all other reported problems, with corrective actions and timetables reported to Your management personnel as may be requested. Upon written request from You, a Critical Update or Version may be forwarded prior to Our completion of a full system test (although its use will be at Your risk until such testing is concluded).
 - We will provide You with all scheduled Updates and New Versions of Your licensed, current, Software version. Scheduled Updates and New Releases, which are issued periodically, include available fixes for reported, verified, and corrected problems.

Our Partners



A group of people are gathered in a modern office setting. One person is standing on the right, gesturing while speaking to a group of people seated around a large table. The table is equipped with laptops, papers, and water bottles. The background shows office shelves and a large window.

Contact Us

Level 3, 25-27 QV Terrace, Melbourne VIC,
3000 1300 933 000

Email: info@zedmed.com.au

Website: zedmed.com.au

Support Hours (AEST):

Weekdays: 8:00am-8:00pm

Saturday: 9:00am–1:00pm