



## PSD Logistics Software Maintenance and Support Contract

### Terms & Conditions

To purchase a PSD Logistics Software Maintenance and Support Contract ("the CONTRACT"), send an official Purchase Order to [admin@psdlogistics.com](mailto:admin@psdlogistics.com).

The CONTRACT start date is when Professional Software Design (the "SERVICE PROVIDER") sends an invoice for the Purchase Order.

The CONTRACT should be renewed each year for continued support.

The SERVICE PROVIDER will provide the following services for one calendar year from the CONTRACT start date:

- Provide major and minor version upgrades of the computer program named PSD Logistics ("the SOFTWARE"), if the CONTRACT has been renewed annually since the original purchase of the SOFTWARE.
- Provide support for the SOFTWARE.

### Software Upgrades

A current CONTRACT, which has been renewed annually since the original purchase of the SOFTWARE, entitles you to free major version upgrades if such upgrades become available during the term of your contract. If the CONTRACT has expired by more than 90 days, then an upgrade must be purchased before the CONTRACT can be renewed.

The SERVICE PROVIDER does not warrant that there will be any upgrades to the software during the term of the CONTRACT. Software upgrades may be available free of charge only as a download from the SERVICE PROVIDER'S website.

### Support Policies

These Terms and Conditions, support features, procedures, pricing and support availability are subject to change at any time without notice. The most recent version of the Terms and Conditions of this CONTRACT can be found on our website at [psdlogistics.com](http://psdlogistics.com).

PSD support benefits only apply to the PSD product for which the CONTRACT is held. An SMA for PSD Logistics main system and all installed modules must be purchased to receive support.

### Service Availability

Support is only available for the period of the CONTRACT. To continue to receive support benefits the CONTRACT must be renewed annually. Service is available via email. Email [support@psdlogistics.com](mailto:support@psdlogistics.com). The SERVICE PROVIDER cannot guarantee that you will not experience delay in having our technical support consultant answer your query. For four weeks during the Christmas period there may be additional delay in receiving a reply.

### Support Topic Limitations

The SERVICE PROVIDER will only provide support in the following areas: installation, upgrade assistance, usability and functionality, as described in SOFTWARE product documentation. The SERVICE PROVIDER does not claim to resolve connectivity issues caused by third party services, service providers, hardware or software, or networking problems. The determination of the nature of your query for these purposes will be made by our technical support consultant.



Professional Software Design Pty Ltd  
ABN 62 078 390 235  
www.psdlogistics.com  
Phone: +61 8 9444 1278  
E-mail: admin@psdlogistics.com  
PO Box 106 Mt Hawthorn WA 6915

### **Warranty**

The SERVICE PROVIDER warrants all services performed under this CONTRACT shall be performed in a workmanlike and professional manner. EXCEPT AS OTHERWISE STATED IN THESE Support Terms, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

### **Limitation of Liability and Damages Disclaimer**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE MAINTENANCE AND SUPPORT SERVICES WHICH GAVE RISE TO SUCH DAMAGES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, NEGLIGENCE, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL. THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

### **Purchase Order**

Customer may provide Service Provider with a Purchase Order. Purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this CONTRACT.

### **Termination**

The SERVICE PROVIDER may terminate the CONTRACT at any time without cause by giving no less than 24 hours written notice. If the SERVICE PROVIDER terminates the CONTRACT the SERVICE PROVIDER will refund the pro rata value of the services remaining unperformed on the CONTRACT.



Professional Software Design Pty Ltd  
ABN 62 078 390 235  
www.psdlogistics.com  
Phone: +61 8 9444 1278  
E-mail: admin@psdlogistics.com  
PO Box 106 Mt Hawthorn WA 6915

## End-user Information

Enter information about the end-user of the SOFTWARE in the table below.

Company Name	
Street Address	
City/Suburb	Postcode
Postal Address	
City/Suburb	Postcode
Country	
Contact Name	
Phone	Facsimile
E-mail Address	