



SUPPORT AND MAINTENANCE AGREEMENT

18 December 2017

LINEAR PROJECT SOFTWARE PTY LTD

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AUSTRALIA

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GENERAL

1. This agreement is between Linear Project Software Pty Ltd ("**LPS**"), its nominated partners and the customer (individual or entity) that has downloaded or procures the licenses Software for use as an end user ("**You**"). This Agreement covers all Software, Support and Maintenance services but excludes Professional Services.
2. By Installing and using Turbo Chart ("**Software**"), You are accepting the terms of agreements as detailed on our website at <http://www.turbo-chart.com/terms> or as relocated and/or updated by LPS from time to time, including the End User License Agreement ("**EULA**"), this Support and Maintenance Agreement ("**S+MA**") and Turbo Chart website Privacy Policy ("**Privacy Policy**") collectively referred to as the Turbo Chart Agreement ("**Agreement**").
3. The latest version of this and other Agreements will be available from our website at <http://www.turbo-chart.com/terms>
4. If you receive the Software under an agreement with a nominated LPS partner
 - a. your use of the Software is subject to any additional terms in the Partner Agreement
 - b. you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to LPS for that purchase or support and maintenance fees
 - c. the Partner Agreement is between you and the nominated Partner and is not binding on LPS. LPS may terminate this Agreement (including your right to use the Software) in the event LPS fails to receive payment for your use of the Software from the Authorized Partner or if you breach any term of this Agreement.

LICENSING

5. In order to use the Software under this Agreement, You must provide a valid email address to activate your copy of the Software with a valid license key or activation code provided to You ("**Product Key**") at the time of purchase and/or submit a uniquely identifiable user registration when prompted.
6. The registered email address will also be used to receive and access Software updates, support responses and product information.
7. Turbo Chart is provided on a perpetual named user basis, provided to a single user for use on a single PC.
8. Licenses may not be transferred to other users.
9. License transfers to other PC's (due to upgrades etc) for a named user license can be requested through LPS support: support@linearprojectsoftware.com.

PAYMENT

10. You shall pay all fees associated with the Software licensed and any Support + Maintenance fees within thirty (30) days of the applicable date of invoice in the currency noted by Linear Project Software Pty Ltd or our nominated partners.
11. Except as mutually agreed between LPS, or our nominated partner and You, all fees are non-refundable once paid.
12. Linear Project Software Pty Ltd or our nominated partners will invoice for all applicable taxes including, but not limited to, VAT, GST, Sales tax, Consumptions tax and service tax.

TERM AND TERMINATION

13. Unless terminated sooner, your license to Software will continue while Support + Maintenance renewal fees are paid for each annual period commencing from the **Effective Date** provided through an Ordering Document or invoice by LPS or our nominated Partner.
14. Where Support + Maintenance renewal fees are not paid, your license to Software will be considered as terminated, and You are no longer entitled to receive Software updates, or Software support.
15. After Termination Any subsequent re-activation of Software will be treated as a new License purchase

SUPPORT + MAINTENANCE AGREEMENT

16. Users that are within valid Support and Maintenance periods will receive from LPS or its nominated partners:
 - Support for the latest release of the Software.
 - Updates to the latest release of Software delivered electronically (requires an available internet connection)
 - Access to:
 - email support via support@linearprojectsoftware.com or LPS nominated partners,
 - online knowledgebases including FAQ's, Wiki and Forums for Software Users from our website <http://www.turbo-chart.com>
 - Receipt of user and Software update emails
17. Where support for questions or requests is available via product documentation or online, LPS or its nominated partners may refer users to these sources.
18. The following is **NOT** covered by Support and Maintenance:
 - Operational and/or Technical support for any complimentary or supporting tools (eg Primavera, MS Project)
 - Hardware, Network or Network Operating System support
 - Configuration or setup of PC's and/or printers
 - User Training
 - Project Management, Planning or Scheduling consulting.
 - Customisation or modifications to Software
19. All material, data or information provided by users to LPS will be treated as confidential unless explicit authorisation is requested and granted by users.