



## Intrepid BankData Software and Support Agreement

### AN AGREEMENT BETWEEN:

Intrepid Internet Services Limited (referred to hereinafter as the "Lessee") of the one part:

### AND

The person or persons or company named below (hereinafter referred to as the "Lessor" of the other part.

### IT IS HEREBY AGREED AS FOLLOWS:

#### 1 Definitions

**Hardware** : the computer equipment and peripherals owned or operated by the Lessor.

**Computer Operating System** : is the software that is required to make the Lessor's computer system operate and includes any networking and all versions of Microsoft Windows 32 bit Systems including Windows95 and later.

**Leased Software** : the computer software supplied by the Lessee and described in clause 2 below.

**Upgrades** : later versions of the Leased Software provided by the Lessee.

**Lessor's Data** : includes bank transaction files of the Lessor or clients of the Lessor including any data files supplied by the Lessor to the Lessee for error testing and / or support services.

**Premises of Lessor** : shall include the main office of the Lessor but not branch offices or offices of associates.

#### 2 Leased software supplied in terms of this agreement

The Leased Software comprises the software known as Intrepid BankData fully registered to the Lessor with all documentation, manuals and operating instructions.

#### 3 Software support

The Lessee will provide via toll free telephone support and staff training to the Lessor during the hours of 9.00am to 5.00pm Monday to Friday. Such toll free software support and training will relate only to the Leased Software and will not usually include support associated with PC Based Electronic Banking Systems or Computer Operating Systems or networks.

#### 4 Protection and security

It is the Lessor's responsibility to provide an adequate backup system for the databases created by the Leased Software to ensure that in the event of damage to the databases caused by system failure that the databases can be restored.

The Lessor will ensure that the Leased Software is used for the Lessor's own purposes only on the premises of the Lessor and it is not to be copied or duplicated in any way for use by any other person, associate or branch office.

The Lessor agrees that the intellectual property in the software and the rights to the program remain the property of Lessee and shall provide best endeavours to prevent the software falling into the hands of any unauthorised person or persons.

The Lessee agrees to keep confidential any information of the Lessor, or clients of the Lessor, that may come into possession of the Lessee during the course of the Lessee providing Software Support to the Lessor. The Lessee undertakes to utilise confidential professional document disposal services for disposal of any hard copy information or computer files or disk drives that contain the Lessor's data.

**5 Term of the agreement**

This software lease agreement may be terminated by either party  
(a) giving to the other one months written notice to that effect,  
(b) immediately upon insolvency, liquidation or receivership of the other party,  
(c) upon breach or default of any material condition of this agreement by the other party, provided that termination shall not take place until ten (10) days after written notice of breach or default is given and such breach or default is not remedied within such time.

Upon termination of this agreement the Lessor shall uninstall the Leased Software and return or dispose of the program disks and other materials as required by the Lessee. The Lessor will provide a written certificate to the Lessee that this action has been completed.

Term of the contract will be a period of 6 months with the right to renew at the end of that term.

There will also be a review of client numbers being serviced by the lessor so that the lease payments fit the pricing schedule in Appendix 1.

**6 *Review or terms & conditions***

*Intrepid Internet Services may at anytime:*

- a. Agree to increase the lease amount; or*
- b. Follow the request from the Lessor to extend the term of the lease; or*
- c. Follow a request from the Lessor to vary any other provision of this agreement*

*Any alteration, variation or increase will be recorded in a review letter from Intrepid Internet Services to the Lessor.*

**7 Payment for Software Leased**

For supply and support of the Intrepid BankData Software the Lessor will pay by automatic payment to the bank account specified by the Lessee the amount determined upon agreement as outlined in the attached pricing schedule. The determined amount will be payable monthly in advance thereafter.

**8 Upgrades**

The Lessee will from time to time provide to the Lessor, upgrades for the Intrepid BankData Software to incorporate improvements to the software in keeping with industry changes to Information Technology and Computer Operating Systems and Hardware.

**9 Performance and liability**

The Lessee shall make best endeavours to ensure that the Leased Software is free of defects and it calculates the Lessor's data in accordance with industry standards for information processing. No special or consequential loss or damage shall be recoverable against the Lessee and nor shall the Lessee be liable in any circumstances whatsoever for any loss or damage arising out of any advice given by

the Lessee or any of its employees, or agents on any matter relating to the professional operation, practices or procedures of the Lessor.

The Lessee shall not be liable for any loss including penalty taxes caused by any delay occasioned by acts of God, telephone system out of action, banks unable to supply data files or malfunction of the Leased Software.

**10 Software licensing agreement**

The terms and conditions of supply of the Leased Software are subject to the standard Licensing Agreement that is accepted upon installation of the Intrepid BankData Software.

**Signed on behalf of Intrepid Internet Services Limited, the Lessee:**

\_\_\_\_\_ Date : \_\_\_\_\_  
Director

**Signed for and on behalf of the Lessor:**

Name of Lessor: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Address of premises of the Lessor : \_\_\_\_\_

PH: \_\_\_\_\_

FAX : \_\_\_\_\_

Email Address : \_\_\_\_\_

Signature: \_\_\_\_\_

Position : \_\_\_\_\_

Date : \_\_\_\_\_

Appendix 1

## **Pricing Schedule**

### **Monthly Software Maintenance Charge**

20 Client Licence = \$39.00  
20 + Client Licence = \$79.00

### **Monthly Client Maintenance Charge**

20 Clients or less per client charge = \$2.50  
20 + client charge per client = \$1.50  
(Regardless of the number of bank accounts)

### **Per Transaction Costs (Bulk Download)**

(Per PC Banking Software Agreement)

### **Bulk Download – Intrepid Internet Services Hosted**

Monthly Transaction Charges  
Per 1000 transactions = \$10  
(Minimum \$10)