

SCHEDULE 2

MAINTENANCE AND SUPPORT PROGRAMMES

1. INTRODUCTION

Powerflex Corporation Pty Ltd ABN 26 058 475 488 of D1/758 Blackburn Rd Clayton Vic 3168 (“**PFX**”) is the owner of the PFXplus Software Products.

PFXplus is a powerful and flexible application development environment tool from which developers can produce software applications for Windows, Unix and other operating systems.

There are 3 types of software products provided by PFX for which maintenance and support are available.

1. PFXplus Development System
2. PFXplus Runtime System
3. PFXplus Companion Products.

All of these products are collectively referred to as PFXplus Software Products. PFX supplies the products and issues licences, serial numbers and activation codes to enable the use of this software.

The PFX Software Maintenance and Technical Support Programmes (“**Programme**”) provide a comprehensive programme of technical support, knowledge transfer, strategic partner marketing, targeted development incentives and peer recognition for the authorised developer of a PFX application (“**Developer**”). Developers who purchase a Programme become Programme Members (“**Member**”).

2. TERM AND FEES

The Programmes are offered at the price set out in the PFX VAR Price List, which is available on request. Payment is due annually in advance and under the terms set out in the VAR Agreement.

The Programmes are offered for a term of one calendar year beginning with the first day of the month in which the Programme is commenced and the applicable fees have been paid.

Upon expiry the Programme is automatically renewed for an additional term and the renewal becomes effective when the applicable fees have been paid.

3. PROGRAMME COMPOSITION

Each Programme is composed of a number of individual Maintenance Units.

Each Core Development Maintenance Unit (**CDMU**) represents an entitlement for one nominated developer to receive technical support and software updates for the specified development system and corresponding runtime system on that platform. The nominated developer is referred to as a Developer Contact Person (**DCP**).

Each Auxiliary Development Maintenance Unit (**ADMU**) represents an entitlement for any DCP to receive technical support and software updates for the specified additional development system feature and corresponding runtime system on that platform.

Each Companion Product Maintenance Unit (**CPMU**) represents an entitlement for any DCP or another nominated person to receive technical support and software updates for the specified companion product on that platform. The nominated person (if any) is referred to as a Non-developer Contact Person (**NCP**).

The applicable fee is calculated in accordance with the PFX VAR Price List. Additional Units may be added at any time on payment of the additional fee.

Where a specific product or platform combination has not been under continuous maintenance for some period an additional fee may be charged to enter or re-enter the Programme.

4. TECHNICAL SUPPORT

Nominated contact persons are entitled to technical support by email or fax, and will receive a response as quickly as possible but always within 1 working day, subject to normal PFX office hours.

Nominated contact persons with an urgent problem may request telephone support during PFX office hours, as published from time to time. PFX reserves the right to respond and continue the support by email or fax.

Support will only be provided to nominated contract persons and only for the Units subscribed and during the term.

Support is confined to issues related to original installation of products, product usage, programming issues and general problems related to the operation of PFXplus Software Products. Support that involves working with Developer application source code or support to persons who do not have the necessary basic level of skill in using the products may incur an additional fee at PFX's standard rates for such work, as published from time to time.

5. SOFTWARE UPDATES

Members are entitled to receive all service packs, hot fixes and related documentation but only for the Units subscribed and during the term.

Where a specific product or platform combination has not been under continuous maintenance for some period and an additional fee is paid to re-enter the program, Members will be entitled to all service packs, hot fixes and other updates for that combination released up to the date of re-entry.

6. MAILING LISTS

Members are entitled to subscribe to the PFXplus Developer Mailing List, to post requests for assistance from other members and to respond to such requests.

7. WEB SITE PRODUCT LISTING

Members are entitled to list their products on a special PFX Web site, or to have a link created to their Web site. The site associates the PFX members and their product offering with the many other excellent PFX solutions available.

Members are then required to provide a link to the PFX Web site, using the wording as provided from time to time.

Any usage of or reference to the PFX brand is governed by the terms of the VAR Agreement.

8. MISCELLANEOUS

Assignment. The rights and benefits under this programme may not be assigned to any other party.

Transfer of Ownership. Developer may permanently transfer all rights to PFXplus Software Products to another party providing it complies with the terms of the Deployment Rules but it may not transfer Programme membership.

9. TERMINATION

Without prejudice to any other rights, PFX may terminate Developer's Programme membership if it fails to comply with the terms and conditions of the Deployment Rules. Developer may terminate its Programme membership by notifying PFX in writing.

Programme membership lapses if a Member transfers its PFXplus Software Products, or if its VAR Agreement is terminated or if its rights under the Deployment Rules are terminated.