

Terms and Conditions

1. 1. Summary of Terms

This proposal is subject to the ARKANCE Australia standard terms and conditions agreement called the "Software License and Services Agreement" (SLSA). This document is required for both software and services-based proposals. A non-executable copy of the agreement is provided in the appendix of this proposal.

2. 2. General Terms

All prices are in Australian dollars excluding GST unless specifically noted in this document.

Prices are valid for 14 calendar days from the date of this document.

This estimate is provided on a time and materials basis.

Acceptance of the proposal shall be confirmed by company purchase order quoting the Proposal Number listed on the cover page of the relevant Statement of Work.

Services will be invoiced as they are performed monthly in arrears.

Product purchases shall be invoiced upon receipt of a valid Purchase Order.

Payment is required fourteen days from invoicing.

ARKANCE Australia reserves the right to stop work on the project if there are unpaid invoices more than 60 days old.

All terms and conditions are as per the "Software License and Services Agreement" (SLSA).

3. 3. Appendix A – Project Scope Change Order Procedure

3.1 3.1 Change Requests

At any time prior to the completion of the Services under a Statement of Work, the Customer may request, and ARKANCE Australia may recommend, changes to the scope of work documented in that Statement of Work.

If ARKANCE Australia receives a request for a change to the scope of work, ARKANCE Australia will notify the Customer of the request in writing within ten working days. ARKANCE Australia will then submit to the Customer, as soon as reasonably practicable, a written estimate for the variation, specifying the additional time, resources and expenses required to accommodate the request.

Upon receipt of such estimate, the Customer may elect either to accept the estimate, in which case the Statement of Work will be amended accordingly, or withdraw the request for the change, in which case the Statement of Work will continue in force unchanged.

ARKANCE Australia will be entitled to make a reasonable charge, calculated on a time and materials basis at ARKANCE Australia's then-current standard rates, for investigating each proposed change request and preparing each estimate, whether or not the variation is implemented.

ARKANCE Australia will not be responsible for delays in the provision of Services caused by a change request initiated by the Customer and will be entitled to an extension of time equal to the period of delay in order to perform the Services.

Until any change request is formally agreed in writing between the parties, ARKANCE Australia will, unless otherwise agreed in writing, continue to perform and be paid for the Services as if the change request had not been proposed.

Should any assumption in the proposal prove invalid, or should the Customer fail to carry out any of its obligations, ARKANCE Australia will be entitled to equitable adjustments to the Services and to charge the Customer on a time and materials basis using ARKANCE Australia's standard rates for any resulting additional work or waiting time.

If the Customer fails to meet a planned milestone that impacts ARKANCE Australia's ability to deliver or reschedule, ARKANCE Australia may invoice that scheduled work as if completed and the Customer agrees to pay for the invoiced lost period of scheduled work.

3.2 3.2 Project Scope Change Order Form

Project Change Request			
Project	SLA No.	Project Number	Change No.
Description: use attached specifications as necessary.			
Requested by / Date:		Project Manager / Date:	
Cost to Investigate:	Cost Impact:	Scope Impact:	Schedule Impact:
Customer approval to investigate / Date:		Customer disapproval to investigate / Date:	
Estimated Price:	Travel and Living:	Start Date:	Completion Date:
Detailed description, analysis, requirements, design, development, installation, migration, training, post go-live and other impacts:			
Master schedule impact: Yes / No. Attach detail if applicable.			
ARKANCE Australia approval / Date:		Customer approval / Date:	

4. 4. Appendix B – Deliverable Acceptance Form

Project Deliverable Acceptance Form		
Project	P.O. No.	Work Package No.
Deliverable description:		
The deliverable has been tested and:		
Accepted: ☐	Accepted with issues: ☐	Not accepted: ☐
Detailed description of issues: use attachments if necessary.		
A signature below will indicate the Customer's approval or disapproval that the specified deliverable has been accepted as per the specification.		
Customer approval / Date:		Customer disapproval / Date:

5. 5. Appendix C – Hardware and Third-Party Software Guide

Note: The information in this section is time sensitive. The material is relevant as of the release of the source document. Please contact your ARKANCE Australia representative to confirm the accuracy of these requirements before making any formal decision.

Siemens PLM provides Teamcenter certification for supported third-party software, including operating system software and database software. Refer to Siemens white paper certifications for current requirements.

5.1 5.1 Server Specification Guidelines

The following examples provide ballpark figures for server sizing. Requirements may differ from customer to customer and depend heavily on licensed modules and usage profile.

5.2 5.2 Basic Hardware Recommendations

Recommended server hardware includes redundant power supplies, internal SAS HDDs with minimum 10,000 RPM, optional SAS SSDs for I/O intensive environments, affinity across all servers within a stack, sub-1ms communication across servers in a stack, 10 Gbit network interfaces, 10 Gbit server backbone, 1 Gbit client connections, SAN/NAS storage with Fibre Channel for database tables and Teamcenter volumes, network port trunking for large data transfers, and processors with higher base frequency preferred over sheer core count.

5.3 5.3 <30 Concurrent Users Example

One server is recommended for this scenario, although a second server hosting the database is also a valid option.

Server	1 of 1	Comments
CPU	6 cores	Example: Intel XEON E5-2680 v3 2.5 GHz
RAM	48 GB	
Disks	200 GB RAID 1 for OS, application, DBMS and database; 500 GB RAID 5 for file storage	Dependent on Customer data requirements
Roles	DB Server; Teamcenter Daemons; Web Application Server; Poolmanager; FMS / File Storage; FlexLM	

5.4 5.4 60 Concurrent Users Example

Two servers are recommended for this scenario, although a third server hosting the database is also a valid option.

Server	1 of 2	Comments
CPU	4 cores	Example: Intel XEON E5-2680 v3 2.5 GHz
RAM	32 GB	
Disks	1 TB RAID 1 for OS, application and file storage; 500 GB RAID 1 for DBMS and database	Dependent on Customer data requirements
Roles	DB Server; FMS / File Storage	

Server	2 of 2	Comments
CPU	6 cores	Example: Intel XEON E5-2680 v3 2.5 GHz
RAM	48 GB	
Disks	200 GB RAID 1 for OS and application	Dependent on Customer data requirements
Roles	Teamcenter Daemons; Web Application Server; Poolmanager; FlexLM	

5.5 5.5 100 Concurrent Users Example

Three servers are recommended for this scenario.

Server	1 of 3	Comments
CPU	4 cores	Example: Intel XEON E5-2680 v3 2.5 GHz
RAM	32 GB	
Disks	500 GB RAID 1 for OS and application	Dependent on Customer data requirements. Recommended: DB tables on SAN.
Roles	DB Server	
		RAC or cluster

Server	2 of 3	Comments
CPU	8 cores	Example: Intel XEON E5-2680 v3 2.5 GHz
RAM	64 GB	
Disks	500 GB RAID 1 for OS and application	
Roles	Teamcenter Daemons; Web Application Server and Pool Manager	

Server	3 of 3	Comments
CPU	4 cores	Example: Intel XEON E5-2680 v3 2.5 GHz

RAM	16 GB	
Disks	1 TB RAID 1 for OS and application	Dependent on Customer data requirements. Recommended: File storage on SAN.
Roles	FMS / File Storage; FlexLM	

5.6 5.6 Optional FMS Cache Server

A separate File Management Server with a local volume may be configured. This is particularly useful when users are geographically distributed and can improve performance for users who are remote from the main Teamcenter server.

Server	1 of 1	Comments
CPU	4 cores	Example: Intel XEON E5-2680 v3 2.5 GHz
RAM	16 GB	
Disks	500 GB RAID 1 for OS and application	Dependent on Customer data requirements. Recommended: File storage on SAN.
Roles	FMS Cache (FSC); File Storage (Store and Forward)	

6. 6. Appendix D – Non-Executable Example of the Software License and Services Agreement

Example – Software License and Services Agreement.

This Software License and Services Agreement is entered into between ARKANCE Australia Pty Ltd (ABN 43 145 449 234) and the customer identified in the relevant agreement, and consists of the execution page and schedules indicated below.

Schedules: Schedule A – General Terms and Conditions; Schedule B – Licensed Software Terms and Conditions; Schedule C – Software Maintenance Terms and Conditions; Schedule D – Professional Services Terms and Conditions.

This Agreement constitutes the full and complete statement of the agreement between the parties with respect to the subject matter and supersedes previous or contemporaneous agreements, understandings or communications, whether written or oral. Additional or inconsistent purchase order terms are not binding unless accepted in writing by ARKANCE Australia. The Agreement may not be varied other than in writing, executed by authorised representatives of both parties.

7. 7. Schedule A – General Terms and Conditions

7.1 7.1 Applicability

The terms and conditions in Schedule A apply to all software licensed under Schedule B, maintenance services provided under Schedule C and professional services provided under Schedule D.

7.2 7.2 Ordering Software or Services

This Agreement is a master agreement under which multiple orders for software, maintenance services and professional services may be placed. Orders for software and maintenance services are placed on one or more Licensed Software Designation Agreements or a similar ordering document acceptable to ARKANCE Australia. Orders for professional services are placed on a Statement of Work acceptable to ARKANCE Australia. Each LSDA or SOW must incorporate this Agreement by reference.

7.3 7.3 Fees, Taxes, Invoicing and Payment

The Customer will pay the then-current standard charges or such fees as are mutually agreed in writing for software, maintenance services and other services provided under this Agreement. The Customer is responsible for applicable shipping, handling, insurance, rescheduling, transfer, time and materials, travel and travel-related expenses.

The Customer is responsible for all applicable taxes, assessments, duties, permits, fees and similar charges, but not taxes based on ARKANCE Australia's net income. ARKANCE Australia will invoice the Customer in accordance with the relevant quotation, LSDA or SOW. Unless otherwise stated, each invoice is payable within 30 days after the invoice date. Overdue amounts may attract interest or administration charges and collection costs.

7.4 7.4 Delivery, Warranty Disclaimer, Liability and Indemnity

Software delivery occurs when ARKANCE Australia makes the software available electronically, or, at its discretion, ships media containing the software. Except as expressly set out in the Agreement, ARKANCE Australia and its third-party suppliers make no warranties, including implied warranties of merchantability or fitness for a particular purpose.

ARKANCE Australia's aggregate liability for claims or damages arising out of or related to the Agreement is limited to the amount paid under the Agreement for the specific software or service that caused the damage or is the subject of the claim. ARKANCE Australia is not liable for loss of income, profit, savings, business, goodwill, anticipatory profits or indirect, incidental, consequential, exemplary, punitive or special damages.

ARKANCE Australia will defend, at its expense, applicable claims that software furnished under the Agreement infringes intellectual property rights, subject to prompt notice, reasonable assistance and ARKANCE Australia having authority to defend or settle the claim.

7.5 7.5 Termination, Notices, Export, Confidentiality and Audits

Either party may terminate the Agreement for uncured material default. ARKANCE Australia may terminate maintenance services, professional services or the Agreement for payment defaults as specified in the Agreement. Upon termination, all licence rights granted cease and the Customer must destroy or return software and certify compliance.

All notices required by or relating to the Agreement must be in writing. Export obligations are subject to applicable national and international trade, customs and sanctions requirements. The Customer must not export or re-export software, services, technology or derivatives except with appropriate written consent and required authorisations.

Each party must keep the other party's confidential information confidential and use it only for purposes allowed by the Agreement. The Customer must maintain records identifying licensed software, copies, locations and workstations or servers on which software is installed. ARKANCE Australia may conduct audits during regular business hours on reasonable advance notice.

7.6 7.6 General

The Agreement binds permitted successors and assigns. Rights may not be assigned by the Customer without prior written consent of ARKANCE Australia. If any provision is invalid, illegal or unenforceable, the remaining provisions remain effective. The Agreement is governed by the substantive laws of Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland and courts of appeal from them.

8. 8. Schedule B – Licensed Software Terms and Conditions

8.1 8.1 Definitions and Licence Grant

Key definitions include Authorised Users, Documentation, Licence Types, Software and Territory. The software owner grants to the Customer a non-exclusive, non-transferable, limited licence to install, access and use executable software in the Territory for the Customer's own internal business, limited to Authorised Users and the applicable Licence Type.

No title to or ownership in the Software is transferred to the Customer. Title, patents, copyrights, trade secrets and other intellectual property rights remain with the software owner or relevant third parties. Rights not expressly granted are reserved.

8.2 8.2 Licence Types

Licence types may include Concurrent User, Named User, Node-Locked, Per Server, Per Product, Subscription, Academic Institutional, Student, Backup or Failsafe, Loaner, Test/QA and Trial licences. The applicable licence type is specified in the relevant LSDA or ordering document.

8.3 8.3 Permitted and Prohibited Actions

The Customer may copy software as reasonably required for permitted use and backup purposes, provided all copyright and proprietary notices are retained. The Customer must not disclose, display, loan, publish, transfer, distribute, rent, lease, sell, sublicense, reverse engineer, decompile, translate, disassemble, modify, alter, adapt, merge or use the software outside the applicable Territory or licence scope except as expressly permitted.

8.4 8.4 Limited Warranty and Special Licence Terms

The software owner warrants that it has the rights required to grant the licence and, for the applicable warranty period, that software will provide the features and functions generally described in the Documentation. Remedies may include correction, workaround, media replacement or refund, subject to the Agreement.

Computer-aided design and other technical software are tools intended for trained professionals only and are not substitutes for professional judgment, independent design analysis, estimation, testing or safety assessment. Special terms apply to Academic Institutional, Student and Trial licences, including limitations on use, maintenance, duration and commercial application.

9. 9. Schedule C – Software Maintenance Terms and Conditions

9.1 9.1 Software Maintenance

Software maintenance services consist of software updates, error corrections and telephone support for customers who have purchased maintenance services for applicable software. Maintenance services remain available only to the extent they are made available generally by the relevant software supplier and ARKANCE Australia.

9.2 9.2 Maintenance Term, Releases and Error Corrections

The Customer may purchase maintenance services for an initial annual term or other accepted period. Maintenance renews for successive one-year terms unless terminated by the Customer with required written notice. During a paid maintenance term, the Customer may receive applicable new point releases and major releases made generally available.

An Error means failure of the software to conform substantially to the Documentation. The Customer may report suspected Errors and must provide detailed written descriptions and documentation when requested. Error correction may be a patch, workaround or inclusion in a future release.

9.3 9.3 Support and Remedies

Telephone support is available between 8:30 am and 5:00 pm AEST, Monday to Friday, excluding applicable public holidays and other support-office closures. ARKANCE Australia's sole responsibility, and the Customer's sole remedy for failure to provide error corrections, is termination of remaining and future software maintenance for the affected software with refund of unused maintenance fees as applicable.

10. 10. Schedule D – Professional Services Terms and Conditions

10.1 10.1 Professional Services and Change Control

ARKANCE Australia will perform the professional services described in the applicable proposal, LSDA or Statement of Work that incorporates the Agreement by reference.

Formal change control applies to changes or revisions requested to scope, approach, schedule, charges or deliverables.

10.2 10.2 Personnel and Customer Responsibilities

ARKANCE Australia reserves the sole right to determine allocation of ARKANCE Australia personnel in providing services. Personnel remain employees of ARKANCE Australia. ARKANCE Australia may use subcontractors. Each party is restricted from soliciting relevant employees or contractors of the other party during the applicable period.

The Customer must perform its LSDA or SOW obligations and provide facility access, office space, furnishings, communications, utilities, office supplies, duplicating services, consents, licences and sublicences reasonably required for ARKANCE Australia to perform the services.

10.3 10.3 Ownership of Deliverables and Warranty

Each party retains rights in pre-existing software, ideas, concepts, know-how, tools, techniques and proprietary material. Third-party software and technology remain the property of the relevant third-party vendor. Deliverables based on ARKANCE Australia or Siemens Industry Software technology are owned by ARKANCE Australia, subject to applicable third-party rights, with the Customer granted applicable internal-use licence rights once paid for.

ARKANCE Australia represents and warrants that professional services will be performed in a professional and workmanlike manner. Except as provided in Schedule D, ARKANCE Australia makes no other warranty, express, implied or statutory, including warranties of merchantability or fitness for a particular purpose.

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