

# 1. MSA terms and conditions

1. The MSA prices exclude GST and are payable annually in advance.
  - a. Fees are current as at April 2008.
  - b. Morpheum reserves the right to review the MSA charges on an annual basis, or as contracted
  - c. Product Maintenance costs may be adjusted based on the retail license cost of the Lantern CMS.
  - d. MSA prices may be adjusted at the discretion of Morpheum based on the Average Weekly Ordinary Time Earnings (AWOTE) index
  - e. Additional service hours beyond the pre-paid allocation are charged at a flat fee of \$189 per hour (excluding GST). Senior business analyst and consultant hours attract a higher rate.
  - f. After hours or onsite support are not covered by the standard support rate and are subject to a surcharge.
2. The MSA commences upon installation of Lantern CMS.
3. A two month warranty period commences at the conclusion of installation on the chosen host provider. Refer to Morpheum standard terms and conditions.
4. To attain license-free upgrades, the MSA must be renewed annually otherwise an appropriate license fee will be incurred for any upgrades.
  - a. If the MSA is reinstated after a lapse the amount that would have been payable if the MSA was continuous, is required
  - b. Alternatively, the full and current license cost is payable
  - c. Your MSA costs will be automatically adjusted if you purchase additional licenses at any given time during the contract period. Any changes are payable at the commencement of a given project's warranty period and are payable pro-rata to the end of the contract period
5. Maintenance releases
  - a. Include those to the core Lantern CMS only
  - b. If your installation includes extensions, non-standard or core resource types, bespoke / custom developments and any other development such as integration to a third-party product, the cost of upgrades may increase and will be quoted on an annual basis in consultation with your account manager and / or prior to the maintenance release occurring
  - c. Installation effort involved in upgrading to a Major Product Release (eg Lantern 3.0 to 4.0), is beyond the scope of the MSA (excluding license fees) and, as such, will be quoted before works commence.
  - d. The MSA includes a prepaid allocation of 55 hours per annum, per instance, for maintenance releases. Additional fees will be applicable per additional website. These will be managed via your account manager as additional sites are added.
  - e. Lantern or its representatives reserve to apply maintenance releases at its discretion
  - f. Costs for the MSA are quoted annually in advance. Should the installed version become more than four versions behind the current version or twelve months have passed since the latest upgrade additional costs may be payable.
  - g. All deployment costs for maintenance releases for self-hosted clients are strictly time and materials.
6. All contracts commence on the 1<sup>st</sup> July and conclude on the 30<sup>th</sup> June each year and are perpetual or otherwise agreed. Twelve months written notice must be given to cancel an MSA contract.
7. Help desk and Service Support hours:
  - a. Not used in a quarter accrue until the end each financial year expiring on June 30
  - b. Can not be brought forward
  - c. Compulsory help desk hours are Lantern single site (8 hours) and Lantern Double and Multi-site (16 hours)
  - d. Where no service support hours have been purchased any additional help desk hours used above the annual pre-allocation will be invoiced monthly in arrears
  - e. Where both Product Maintenance and Help Desk and Services Support hours are purchased the compulsory help desk hours are apportioned equally across each quarter
8. All prepaid hours not used in a given year or contract period are not carried forward or are not reimbursable

9. Exclusions: strategic or principle consulting, upgrades to major product releases, data migration, upgrade bespoke development beyond the quoted amount
10. MSA quotes are void if an upgrade is not accepted within 18 months of the latest version
11. Hours may be used for one on one or group training calculated as follows: value of course divided by hourly support rate per participant
12. Additional services beyond the maintenance allocation will be charged at Morpheum's published time and materials support rate.
13. Installation hours that are not used cannot be allocated against any other scope of work.