Proficient™

Terms and Conditions

Proficient

Proficient is a result of The VALiD Project which was originally created in 2006 by Sheldon King Consulting (SKC) and is designed to improve the practices of property professionals by taking a whole-of-business approach. A Proficient Project includes elements of planning, analysis, software sytems (Proficient Software), training and ongoing support.

Proficient has been independently conceived and developed. The PROFICIENT Project and Software have been designed with and for valuers and are owned and maintained by an independent Australian business that does not belong to any valuation firm, bank or finance company.

A Proficient Project is equally relevant to firms who practice high-volume mortgage securitisation valuations as to those who have specialised disciplines, and has special features for both. A Proficient Project can add value to firms with 2 to 200 staff and beyond.

Focussing on the things that make property professionals offices more effective and efficient, the Proficient Project leads on initiatives centred around standardisation; streamlining of working practice and increasing efficiency of staff; simple storage, retrieval and reuse of knowledge with a view to increasing the value of the business and improving profitability.

The Proficient Software is provisioned on a "license and maintenance" basis to ensure that participating firms can keep their Proficient Software up to date and to have access to low- and no- cost support to maintain their investment.

Definitions

SKC means Sheldon King Consulting, ABN 210 629 820 10.

Participant is a professional organisation that signs a Proficient Project Acceptance Form and engages in a Proficient Project.

Participating Organisations are firms that have completed a Proficient Project and operate their businesses based on the practices and systems implemented as a result.

Software relates to The Proficient Software and any optional modules, components or customisations.

Third-Party Software is code or systems provided by a developer or vendor other than SKC.

Third-Party Vendor a provider of goods or services that is not SKC.

Process means a procedure, practice or method of achieving business outcomes.

Software and Services

These notes describe the range of services and the price basis for sharing of costs. They also define the sharing of responsibility and arrangements appropriate to continuing stable service to Proficient Project firms.

The Proficient Software comprises of the core Proficient Software software, plus a number of optional add-ons. In addition, organisations who take part in a Proficient Project have the option to have components customised exclusively for their use.

Proficient Software is composed of:

- Proficient Software Core (Contacts, Property, Events, Attachments)

- Proficient Event Extensions (Event Extensions)

- Proficient Actions (Actions, Action Packs, Custom Forms, Triggers)

- Proficient Tags and Knowledge Management (Tags, Knowledge Events)

- Proficient Exchange and Exports

Collectively, these software components are referred to as The Proficient Software.

SKC may incorporate Software Maintenance Fees in relation to third party software components that are provided as part of an overall solution. Where third party software components are used as part of an overall solution provided by SKC, the software license conditions and software update policies of the third party software provider apply to that software.

Examples of third party software include relational databases, operating systems, optical character recognition, scanning, disbursements recovery, web development and document management software. Third party software components used in some SKC solutions include FileMaker, NMCI, ZIPP Tools, Apple QuickTime.

Comprehensive Scope of Services

The growing number of Proficient Project participant organisations has helped define the range of Proficient Software software functions. This experience has also enabled SKC to identify the services needed for the property professionals' successful adoption of new technology. This includes advice on selection, preparation, installation and continuing effective use of new systems.

Property practice and information technology require different skills, rendering uneconomic the manufacture of software in small and mid size property practices. SKC employs a variety of information technology skills for research, development and service.

Service Responsibility

SKC can provide specifications for chosen hardware suppliers, integrators and outsource IT suppliers. Consultation time provided to either client or client's nominated vendor is chargeable at standard rates.

Licensed Software

The client is granted a license to use Proficient Software, only on the computer hardware and operating system on which it is installed during implementation. Such software includes systems, forms, designs, programs, screen displays, manuals,

training materials and all other manifestations of the system whether in printed, electronic, or other form. The Proficient Project Participant acknowledges that Proficient Software and materials are copyright, and that rights to the intellectual property that they represent are the exclusive property of SKC.

The participant undertakes to prevent copying of or access to the material or system by any other parties except the participant's trained staff, SKC staff, or professionals approved in writing by SKC.

SKC may offer and the participant may agree to acquire its right to use the Software by payment of a one-time license fee or as otherwise agreed in writing. Rights to use of software terminate automatically in the event of any breach by the participant of any obligation including payment, under these arrangements. Notwithstanding the other clauses relating to software licensing, the participant does not have the right to on-sell or transfer the ownership of the Proficient Software licenses unless by written permission from SKC. The participant undertakes to return all software material supplied by SKC and any copies thereof, upon termination - for any reason - of the agreed use of the Proficient Software.

System Specification or Proposal Specification

SKC may from time to time provide specifications of the Proficient Software, and samples of forms and reports produced by System, and other descriptive material. Such material is indicative only. The client acknowledges that Proficient Software Business Investment Estimates may be varied without notice, including during a Proficient Project implementation.

Modular Use

The participant may select SKC software components and or modules required for use in the subject practice. No charge shall be made for modules not selected or not provided.

The participant may later select further software or modules upon payment of the appropriate SKC software license, installation and other fees.

The participant shall pay an agreed price based on the standard charges determined by SKC for each software component or module selected.

No refund applies if the use of the Proficient Software is discontinued or reduced for any reason.

Preparation

Specialist Consulting and Tailoring to the Firm's Needs

SKC specialists offer a total service to create a tailored system for the Participant, and then to assists in its effective installation use.

The services may include:

- Familiarisation of principals and staff with the planned operation, changeover and management aspects of the Proficient Software.

- Documentation of Processes and practice within the Participant organisation (and consultation relating to the improvement or augmentation of these Processes.

- Assistance in implementation planning, technical co-ordination, selection and procurement of third-party software and systems and productivity resources to

achieve greater efficiency from the new system.

- Tailoring of programs and systems with the Participant's names, accounts, system modules, security, coding and information requirements.

- Advisory assistance in the installation of the complete, effective, working system in the Participant's office. Regular or occasional technical audits and reports on system efficiency and technology.

- Advice on methods, planning and timetable for the changeover from any existing system to the new. Training of staff and principals.

- Third-Party Software usage review.

These and other services are provided on a professional time basis as requested by the client and subject to availability, under the conditions described in this document.

Preparing the Site

Prior to the agreed date for implementation, the client must complete all relevant Project tasks, and provide suitable power and working conditions for the operation of information technology hardware in accordance with the manufacturer's requirements.

SKC may, at the client's request and cost, assist in the preparation of the site for installation and or relocation of the system.

Education

Well-trained staff ensure maximum productivity for the Participant, and minimise service and support costs. A Proficient Project implementation includes training and orientation for staff and principals and additional training is available to the Participant by arrangement and at additional cost.

Data Preparation

A Proficient Project normally includes the review and transfer of exiting data to Proficient Software. Extra work tidying up any existing system, planning and preparing, may be required to be undertaken by the Participant.

SKC, subject to scheduling, may assist the participant's staff prior to Project implementation with the cleaning and consolidation of data. These services are available on request, and are charged on a time and materials basis.

Migration from Legacy Systems

File Transformation Requirement

Technological change provides opportunities for better performance of an expanded range of tasks, at higher speed and with improved responsiveness and profit to the Participant. The achievement of these benefits frequently requires upgrade of business information technology.

Planning Approach

Based on SKC's experience, your Consultant will assist you in considering different, proven approaches to transforming your "legacy" system files, including electronic transfer and conversion of existing data. Program or administrative review and correction of damaged data.

Participant Firms may need to allocate staff resources to undertake:

- Review to identify correct values for additional information required by the new system.

- Keyboard input of records, which require substantial revision.

- Establishment and verification of accuracy controls.

Accuracy

Based upon research and consultation with your staff to accurately assess your practice needs, data migration will include deciphering, normalising, converting and cleansing of the old files. It requires the comprehension of the old system records and fields, and their relationships. This may include reformatting the data from the legacy system into working files that SKC Consultants can read and manipulate.

All the data from each field and record in the legacy system is mapped for program transfer to the equivalent field in the new Proficient Software. Accuracy controls are established and verified. Your final review with a Consultant should identify any errors or anomalies for correction, and verify the accuracy of the system controls.

An acceptable margin for exceptions will be agreed between Consultant and principle of participant organisation prior to migration. Exceptions may then be back-entered into the Proficient Software as a clerical task, or corrected and migrated at a later time.

Transformation

A trial transformation free of time pressure may be performed for verifying data migration. This final preparatory stage will assist your staff to prove that data has been accurately imported. Actual transformation and verification may then be confidently performed to achieve the final transformation quickly and accurately.

A Smooth Transition

Careful planning is required to achieve a smooth transition to your new system. SKC Consultants can provide the assistance necessary to combine the individual steps in an overall plan and timetable to meet the unique data migration requirements in the Participant's business.

Organisational Change and Business Process Optimisation

The introduction of a new business system requires commitment and hard work on the part of the Participant in order to achieve the Process improvement objectives of the

organisation.

A business system is made up of more than just software and hardware. An effective business system requires competent and trained staff, clearly documented procedures, accurate data and management of the transition from the old approaches and tools to the new.

If the training, documentation of procedures and ongoing supervision of staff is not handled effectively by the Participant, then the transition to the new system may not achieve all of the desired outcomes.

Unless otherwise specified, the scope of SKC services is to provide the services required to successfully install the software, migrate existing information (where possible), demonstrate effective operation and train staff in accordance with the scope of the Proficient Project.

SKC can further assist by providing onsite-consulting services to augment the management advice and day-to-day planning and control resources of the firm in relation to change management and Process Optimisation. These services are available on a professional basis.

Orders and Delivery

A Proficient Project begins when the principal of Participant organisation signs the Proficient Project Acceptance Form and the requisite deposit payment is made.

SKC shall not be responsible for delays arising from any cause.

Proficient Software software is developed by SKC in Australia according to the Proficient Software research and development timetable.

Such developments require an investment in time and effort and depend on the availability and effectiveness of hardware, components, operating systems software and support services from computer manufacturers and others. The supply of different software modules to operate effectively on different makes of computer hardware frequently requires the research, discovery, and resolution of unknown factors, which may affect delivery availability.

SKC may from time to time announce projected release or availability dates for software. However, SKC shall not be held liable for delay or failure to comply with projected delivery dates regardless of cause.

All work by SKC is scheduled by agreement with the client. Cancellation of scheduled work on less than ten (10) days written notice will incur a 100% cancellation fee if SKC cannot reassign resources to other client assignments.

Project deferment beyond 180 days of planned implementation date will incur a non-refundable fee equivalent to 20% of estimated fees and software licensing costs, plus any out-of-pocket expenses that cannot be recovered.

Licenses and Names

Installation shall include the entry into the software, by or at the direction of SKC, of the name and details of the entitled Participant.

This shall include the name of the Participant firm, a legally identifying number or reference (ABN/ACN/Company Number) and details of the number of professional staff and other classes of users for which the software is entitled to be used.

These details may be adjusted from time to time, upon written confirmation of the required changes to the name or other details, the agreement that Proficient Software Maintenance shall apply to all continued use of the software and following payment to SKC of all out of pocket, other costs, and license fees for the changes.

SKC reserves the right to audit the client's systems to confirm compliance with Proficient Software Licensing.

Warranty and Exclusion

The Participant acknowledges that it is the responsibility of the Participant to prepare a detailed statement of the Participant's functional requirements prior to purchasing Proficient Software software.

The participant acknowledges that assessment of the suitability of the Proficient Project in relation to the requirements of the Participant has been done by the Participant prior to signing a Proficient Project Proposal form.

Unless specifically described and agreed in writing by SKC, the functionality to be delivered by SKC is limited to the functions present within the software at the time of the client signing the Proficient Project Acceptance Form. Any additional functional requirements or customisations sought by the Participant after installation of the software may be provided at SKC's discretion on a professional basis at SKC standard consulting or development rates.

Warranty shall extend for three months from the date of system delivery provided that:

- The system is used in accordance with SKC recommendations;

- Each component is covered by a continuing warranty or maintenance agreement with the manufacturer or authorised agent or distributor authorised by SKC.

- SKC gives no warranty on hardware, operating systems or other software or components, nor on customised work performed by any persons to operate on third party applications or operating systems.

- In no way can SKC be held responsible for the quality, availability or format of data obtained from third-party services, nor for alterations to the type and nature of this data for whatever reason.

- SKC may, on request, advise the client on data processing and other matters as well as methods for use of the Proficient Software. The suitability of the approaches and methods will vary between Participants depending on their particular requirements and characteristics, and must be assessed by the participant.

- The participant undertakes to ensure that the Proficient Software is used in accordance with instructions and acknowledges that the functions of careful day-to-day control, and operation of the system to ensure conformity with statutory requirements, security, and systematic checking for accuracy can only be performed by the suitably qualified members of the Participant organisation and are, of necessity, the participant's responsibility.

- The participant accepts responsibility for continuous checking and supervision of the use and security of the system, and to maintain adequate security and back up copies of system and data files including copies kept at separate premises at all times.

The participant acknowledges that the effectiveness of the Proficient Software and the quality of information produced will depend on the competence of the participant's

professional and administrative staff and system operators in adhering to Process, and the efficiency with which the system is used and supervised. SKC accepts no responsibility, consequential or otherwise, for any error, failure, delay, additional cost, misuse, incorrect data or output which results from inefficient or incorrect use of the system, inadequate control, back-up or audit, hardware malfunctions, accident or any other cause.

System Integration and Maintenance

Business Systems

It is generally accepted that a Business System consists of elements including:

    Software (application and operating systems):
    Hardware
    Trained people
    Procedures
    Data
    Disaster prevention and recovery procedures.

If any one of these elements is not effectively implemented or maintained by the Participant within the planning and ongoing management of the Participant's operations, the "Business System" may not function effectively or deliver the results expected by the Participant.

In the case of the Proficient Software, SKC provides software and services to assist the participant in implementation.

The ongoing planning, review and maintenance of the participant's business systems is the responsibility of the participant.

Effective maintenance of the computer hardware and operating system software is a precondition for reliable system operation. SKC recommends that the participant enter separate maintenance arrangements with the hardware manufacturer or authorised system integrator or contractor in respect of each contract.

Continuous hardware reliability will help to ensure maximum productivity at all times. It will also enable the enjoyment of full warranty benefits and the most economical maintenance and development.

It is the Participant's responsibility to maintain its operating system software in accordance with the latest manufacturer releases, only after consultation with SKC.

Where a participant has sourced hardware and or operating system and or other applications software independently of SKC, it is the participant's responsibility to arrange access for SKC to appropriate copies of the operating system and application software and hardware required for testing, diagnosis and rectification.

The participant acknowledges that SKC responsibilities under warranty and Proficient Software Maintenance are limited to SKC software. When the participant requests SKC to diagnose, rectify or repair any incompatibility caused by components supplied by others, the client agrees to pay SKC professional costs.

Changing Requirements and Expectations of the Participant and its Staff

New features in operating system software and application software that require additional memory or processor capacity in order to make new product features available to users.

Changes to the size and nature of the Participant's business may also increase demands for processing power or data storage.

SKC takes no responsibility for the ongoing suitability of the client's hardware or network facilities. Upon request, SKC may provide recommendations for and review third-party proposals to upgrade or enhance existing business technology on a professional services basis.

Consulting Advice

Development of the Proficient Software is the result of consultation with multiple organisations. The research and planning of Proficient Software has provided SKC with insight into the productivity needs of the property professions. Solutions for managing property information are understood in practical terms.

SKC has been privileged to assist organisations in many different areas of professional practice implement systems and technology to support the growth and specialisation of the business. The advice of SKC consultants, with this practical background of skill and experience, is available on a professional services basis.

Proficient Software Licensing

Proficient Software is licensed on a named-user basis. Each user with an active login will require a license. Proficient Software will protect your database by not permitting licenses to be "shared" amongst users.

In addition, each Proficient Software installation requires one Proficient Server license.

Proficient Software Modules may be licensed separately.

All Proficient Software is covered by the Proficient Software License which may be viewed from the Options screen.

Proficient Software Maintenance

Proficient Software Maintenance applies only to the software products and customisations for which Proficient Software Maintenance coverage has been purchased and whilst the prescribed fees are paid in full.

Proficient Software Maintenance provides a range of services to assist the client to maintain effective use of the Proficient Software for an economical periodical fee.

Proficient Maintenance Offers to Participants:

- Periodic updates to The Proficient Software software, incorporating functional enhancements, compatibility modifications and the result of the development and implementation of new features.

- Telephone support for issues relating to the Proficient Software.

- Ability to purchase additional licenses or modules for the Proficient Software.

- Opportunities to be involved in the development of new System features.

- Preferential rates for customised development.

Updates are supplied to the participant on the basis that any hardware upgrade, consulting/installation services or training required to make use of the updates is purchased by the Participant.

Upgrades or significant updates may attract additional consulting fees.

Most upgrades will be applied by a consultant in such a way as to minimise any interruption to day-to-day business.

Proficient Software Maintenance provides protection and security through advice on

the avoidance and rectification of issues within the control and normal operational activities of Proficient Software.

SKC can, upon giving written notice to the client, cancel the client's Proficient Software Maintenance subscription. Where pre-paid maintenance applies, a refund of the unused portion of the pre-payment for the period from the cancellation date up to the end of the pre-payment period may be made. No refund be made of pre-paid maintenance for components where third-party software licensing is incorporated into the maintenance fee, and no refund cannot exceed 100% of the pre-paid amount.

The services, software updates, discounts and benefits provided under the Proficient Software Maintenance subscription are not available to organisations that have not kept their Proficient Software Maintenance financially up-to-date.

Proficient Software Maintenance Fee

The Proficient Software Maintenance fee is calculated for each module of The Proficient Software software licensed to the Participant and is payable in advance. The rates may be varied when Proficient Software Maintenance is due for renewal, and invoices based on new rates will be sent based on the following schedule:

> Original Implementation between **1 January and 30 June**
> Maintenance billed on or before **1 May**, due before 15 May.
>
> Original Implementation completed between **1 July and 31 December**
> Maintenance billed on or before **1 November**, due before 15 November.

Proficient Software Maintenance excludes the following, for which the client agrees to pay the applicable license fees and/or service fees at SKC professional rates:

- Proficient Software components that may be introduced as new products in the range and for which the client is not already licensed and paying Proficient Software Maintenance.

- The task of installing software updates and any tasks required to transport or process data to complete the upgrade successfully.

- Support of custom forms, custom converters or custom applications.

- Support of untrained staff.

- Work performed as a result of failure or unsuitability of manufacturer operating systems, peripherals, support services or software, hardware and components, or other materials or services not supplied by SKC.

- Issues that arise as a result of attempts to circumvent built-in data integrity or license protection measures that Proficient Software may employ.

- Failure to or alteration of 3rd party data sources supported by Proficient, including but not limited to property, sales, rating and valuation services with which data is exchanged. Where practical, permanent changes by external service providers will be accommodated in the next Proficient Software update.

- Advice on the use or configuration of any hardware, operating system, utility or software supplied by a third party including but not limited to network hardware, printers, file systems, user permissions, system housekeeping, file backups and file or data restoration or repair attributed to any cause.

- Telephone support or software updates for software for which Proficient

Software Maintenance has not been purchased or where subscription payments have been cancelled or are not up to date.

- Failure to keep operating system software up to date. Installation of changes to hardware or operating systems or other system components.

- Travelling time fees and any out of pocket costs of Consultants.

- Assistance with System operations that are documented in the Proficient Software's online help or on the Proficient Project website.

- Performing upgrades to software.

Proficient Software Maintenance begins automatically upon installation.

If Proficient Software Maintenance is allowed to lapse or payments are in arrears, any form of service or support requested by the participant will be chargeable at standard consulting rates.

Where Proficient Software Maintenance has lapsed for a period of more than 60 days, Proficient Software users will begin to see notices to this effect. Where this period exceeds 90 days, data processing features will be suspended pending Software Maintenance Renewal. All data will continue to be available for review.

Upgrade or updates to third party software or hardware that may be required to use the Proficient Software, where the solution provided by SKC includes third party software components, the participant must ensure that the applicable software license fees and ongoing maintenance fees are paid. The software license, support and update policies of the third party supplier apply to these products.

The client's signature on the initial Proficient Project Acceptance Form is sufficient for periodical invoicing of Proficient Software Maintenance. Timely payment of invoices will ensure continuity of service. Subsequent variation or cancellation shall be in writing 90 days in advance of effective date.

Access to Proficient Software

For ongoing review, support and maintenance, Participant firms must permit and maintain remote access to their Proficient Software Server.

This access should be via secure VPN connection or encrypted Terminal Services access.

Facilitation of connection must be provisioned and maintained by the Participant or third-party IT Support commissioned by the Participant at the Participant's cost.

Growth and Upgrade

Proficient Project participants normally experience growth, which expands the computing needs of their businesses. Services are available to oversee the upgrade of hardware or software for all clients who are covered by a current Proficient Software Maintenance agreement. The client is entitled to transfer its Proficient Software license to other SKC approved computer hardware or software subject to prior written scheduling and approval of the specification by SKC and upon payment of any increase in applicable Proficient Software License or Maintenance service fees and any out-of-pocket expenses.

In the absence of prior written agreement, all consulting services will be provided at the standard non-preferential rates.

The following upgrade consulting services are available:

- Planning and feasibility study for system upgrade;

- License extension to more powerful hardware or expansion of practice size;

- Installation oversight and training;

- Data processing to transform data files from the old hardware and software to the new.

- Transfer of Proficient Software to new hardware and subsequent re-licensing of Proficient Software.

The participant acknowledges that the conditions of such processing require the participant to accept responsibility to maintain rigorous control and checking to ensure accuracy both before and after file transformation.

Integration and Customisation

Participants must not undertake system integration or introduce system modifications that will connect directly to the Proficient Software without written consent from SKC. Consideration the request of a client for integration, customisation or interface to third party systems or other software provided on a chargeable consulting basis. This will also be subject to availability of consultants and prior project commitments.

Disaster Prevention and Backup

It is the responsibility of the participant to ensure that effective disaster prevention, backup and disaster recovery process is put in place.

Participants must ensure that they do a complete backup of their systems and prove the efficacy of the backup prior to installing any software update.

It is the responsibility of the participant to prove the efficacy of its backup process and media by conducting regular backup and restore testing procedures.

SKC takes no responsibility for the results achieved by participant in relation to the client's backup and disaster, prevention or recovery processes.

The client must pay for all of SKC time and out of pocket cost spent responding to any disaster recovery or backup restoration event.

FileMaker License Agreement

The end user of the FileMaker programs being the firm named on Project Acceptance form, agrees to FileMaker licensing conditions as contained in the FileMaker software and documentation.

Proficient Software License Agreement

The Proficient Software License Agreement covers the terms and limits of use of The Proficient Software.

Co-Development and Bespoke Software
Participants may request extension and augmentation of the core Proficient Software by commissioning additional functions or features.

This additional software will remain the property and copyright of SKC, with the exception of any proprietary design or procedural elements that are provided by the

commissioning Participant.

Existing Proficient Software licensing and these terms will extend to cover Bespoke Software. At no time will the intellectual property of any technical, structural or presentation component of any custom development be the property the Participant, and as such Participants must gain written permission to share development that was commissioned for their sole use from SKC.

SKC reserves the right to charge a licensing fee and/or an maintenance fee to any party using custom development in their Proficient Software installation.

General

Payment

Travel, freight and all out-of-pocket expenses of SKC consultants in relation to a Proficient Project or subsequent commissions are the Participant's responsibility. Prices are based on current list prices and rates of Exchange, Duty, and Government Taxes at the time of supply.

The client shall pay the total price of the Project to SKC in the following manner:

Upon finalisation of your Proficient Project Implementation Menu, an invoice will be sent which covers:

- 50% of professional costs and Proficient Software licensing and maintenance costs relating to your Proficient Project Estimate.

- *plus* -

- estimates of any travel and out-of-pocket expenses that may apply.

- *plus* -

- The full cost of any third-party software or equipment to be supplied.

Upon completion of the installation and activation of The Proficient Software, payment is due immediately for:

- The balance of Proficient Software license and maintenance costs

Upon completion of Proficient Project implementation and prior to the Consultant leaving the Participant's premises:

- The balance of professional costs (plus any additional hours or levies that may apply)

- plus -

- The balance of out-of-pocket expenses

License entitlement to use the Proficient Software will only pass upon receipt of payment. The participant acknowledges responsibility to pay interest on all overdue accounts at per SKC standard terms.

SKC shall be entitled to withhold supply and performance of services, and to retake possession of hardware, software or goods not paid for while payment conditions are in breach. SKC or its authorised agent shall be entitled to enter premises in which such material is reasonably believed to be located in order to secure possession.

Variation and Law

These Service Arrangements reflect the only basis upon which goods and services are provided by SKC.

Regular changes in technology require SKC to change systems and practice.

Other changes and reports from Participating Organisations enable improvements and enhancements to be introduced. Changes in the commercial and supply practices of technology component suppliers also cause changes. Since SKC software systems are continuously evolving, the developers reserve the right to make changes without notice.

Proficient Software Maintenance Service Arrangements are revised from time to time and take effect after 30 days notice. Changes to terms will be posted in this document.

The laws of the State of New South Wales shall govern agreements for the supply of products or services by SKC.

SKC reserves the right to decline to provide software and service to any Participant that is not prepared to pay SKC fees or follow SKC advice and recommendations in relation to their Proficient Software.

The liability of SKC extends only to the billed cost of any given Proficient Project.

Privacy and Confidentiality Policy

SKC necessarily obtains information about Participants and Staff and their operations for the purpose of providing service and support in relation to The Proficient Project

Information gathered by SKC is limited to the names, telephone and email contact details of the authorised representatives of its clients and the data required to give effect to the software licenses and service commitments purchased by Participant Organisations under the Proficient Software Maintenance Arrangements.

SKC undertakes not to provide the information it has gathered to any third parties without the prior written permission of Project Participants except as may be required by law.

Wherever possible, information collected by SKC in relation to a Proficient Project is controlled and managed on platforms with secure operating systems and data encryption. Participant Organisations acknowledge that information exchanged with them via electronic mail or facsimile is not considered secure.

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