



**1. Description of Services**

Back Paddock Company Pty Ltd ('Back Paddock') agrees to provide the customer with access to its cloud-based services for hosted applications that include Back Paddock SoilMate and Back Paddock Adviser Manager including any other supporting tools that may be offered as part of the customers subscription.

**2. Term**

This agreement commences on the subscription start date and continues for the duration specified, unless terminated earlier in accordance with the agreement terms. [Terms of use](#)

**3. Fees and Payment**

The Customer agrees to pay the subscription fees as outlined in the pricing schedule. Payment is due within 7 days from the invoice date.

**4. Service Level Agreement (SLA)**

The provider guarantees a 99.9% uptime, with defined remedies for any downtime exceeding this figure. Planned maintenance schedules will be communicated to the Customer in advance. For further detail see [Back Paddock Company Pty Ltd Services Level Agreement](#)

**5. Customer Responsibilities**

The Customer is responsible for maintaining their own IT infrastructure and internet connectivity. They must also ensure their activities comply with all applicable laws and regulations.

**6. Data Security and Privacy**

Back Paddock shall implement reasonable security measures to protect Customer data. Both parties agree to comply with applicable data protection laws. For further details of our Privacy Policy and data handling see our [Privacy Policy](#)

**7. Intellectual Property**

All rights to the software and associated systems remain the property of Back Paddock. The Customer has a non-exclusive licence to use the service as permitted under this agreement.

**8. Confidentiality**

Both parties agree to keep confidential any proprietary information received during the term of this agreement and to use it solely for the purposes of fulfilling their obligations hereunder.

**9. Liability and Indemnity**

Back Paddock's liability to the Customer for damages arising from service failures is limited to the amount the Customer has paid for the services within the subscription period preceding the incident.

**10. Termination**

Either party may terminate this agreement with 30 days' notice. Termination for cause requires immediate notice if the other party breaches a material term.

**11. Entire Agreement**

This document constitutes the entire agreement between the parties and supersedes any prior agreements or understandings related to the services provided.