

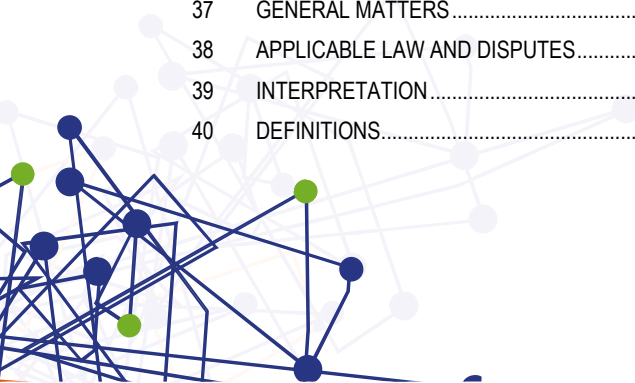
Master Agreement

Effective Date: 18 September 2024



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Recitals

Secure Access provides a range of information technology services, including:

- managed services; outsourcing; (incl. Secure Casual, Secure Block and Secure IT 360! products);
- IT advisory services; (incl. Project Management, Business Analysis, Strategic Planning);
- cloud services; (incl. Infrastructure as a Service (IaaS) and Backup and Recovery as a Service (BRS) products);
- infrastructure services; systems integration; project services;
- hardware and software procurement;
- hardware as a service (HaaS);
- internet and Voice services;
- intranet solutions; application management; application development;

This Master Agreement sets out the terms and conditions under which Secure Access supplies these services.

Agreement

1 Parties

1.1 The parties are:

- 1.1.1 the Company named in a Product Order Form ('Secure Access', 'us', 'we' or 'our'); and
- 1.1.2 the Client named in a Product Order Form ('you' or 'your').

2 Master Agreement

2.1 This Master Agreement applies to all IT services provided by us to you to the exclusion of any purchase order or other document you submit to us.

3 Product Agreements

- 3.1 The services that we provide are described in Product Agreements.
- 3.2 Each of the Product Agreements sets out:
 - 3.2.1 the scope of the service;
 - 3.2.2 the fees for the service; and
 - 3.2.3 any special conditions that apply to the service.

4 Order Form

- 4.1 You may request a service by submitting a Product Order Form to us.
- 4.2 Each Product Order Form:
 - 4.2.1 is only valid for the Product Agreement stated on the form;
 - 4.2.2 must set out the required commencement date and term of the service;
 - 4.2.3 must be completed by you accurately, with all required information; and
 - 4.2.4 is a request for service and not a contract unless and until accepted by us.
- 4.3 You agree that the Order Form, as signed by you, contains the following, in their entirety, to the exclusion of any other written or verbal correspondence:
 - 4.3.1 The scope of any services, Hardware or Software to be supplied;
 - 4.3.2 An accurate description of Hardware or Software including colour;

- 4.3.3 An accurate description of your intended use of the services, Hardware or Software, including any specific performance requirements that we may or may not assume from discussion with you.

5 Service Contracts

- 5.1 If we accept a Product Order Form in writing, a binding contract is created ('Service Contract') comprising:
- 5.1.1 the Product Agreement, including any special conditions;
 - 5.1.2 the Product Order Form; and
 - 5.1.3 this Master Agreement.
- 5.2 Each Service Contract is an independent contract.
- 5.3 If there is any inconsistency between the parts of a Service Contract, the order of priority, from highest to lowest, is:
- 5.3.1 any special conditions in the Product Agreement;
 - 5.3.2 the remainder of the Product Agreement;
 - 5.3.3 the Product Order Form; and
 - 5.3.4 this Master Agreement.

6 Services

- 6.1 For each Service Contract, we will provide you with the service specified in the relevant Product Agreement ('the service').

7 Fees

- 7.1 The fees for a service are:
- 7.1.1 the fees specified in the Product Agreement;
 - 7.1.2 if none are specified, our then current published fees for that service; or
 - 7.1.3 if there are no current published fees, at our time and materials rates for similar services.
- 7.2 Except where we have agreed fixed fees for services, we may adjust our fees at any time by giving written notice to you.
- 7.3 If we perform any work that is not covered by the Product Agreement, we may charge for that work:
- 7.3.1 at our current published rates for that type of work; or
 - 7.3.2 if there are no current published rates, at our time and materials rates for similar work.

8 Pre-paid fees

- 8.1 If a Product Agreement requires fees to be pre-paid:
- 8.1.1 services will not be provided until you pay the pre-paid fees;
 - 8.1.2 we may suspend providing a service if the balance of the pre-paid fees will not cover our fees for the service required; and
 - 8.1.3 we may apply amounts you owe us against the balance of your pre-paid fees in any manner we decide.
- 8.2 Pre-paid fees are non-refundable.

9 Expenses

- 9.1 You must reimburse our out of pocket expenses provided:
- 9.1.1 the expenses have been approved in writing; and
 - 9.1.2 we supply reasonable evidence substantiating the expense.

10 Finance

- 10.1 If you choose to finance any or all of the services, you must advise the following about your financial institution in writing prior to the commencement or procurement of the services:
 - 10.1.1 Information sufficient for us to raise an invoice;
 - 10.1.2 A named representative and their contact information; and
 - 10.1.3 Confirmation of loan approval on financial institution letterhead.
- 10.2 You must provide confirmation, sufficient to enable payment, to your financial institution immediately upon delivery of the services.
- 10.3 The payment terms specified in this agreement apply to your financial institution.

11 Invoicing and payment

- 11.1 For services, we will invoice you per the payment schedule specified in the Product Agreement (if any). Otherwise, we will invoice you:
 - 11.1.1 monthly in advance for pre-paid fees;
 - 11.1.2 at agreed times; or
 - 11.1.3 monthly in arrears.
- 11.2 For Hardware or Software valued at more than \$2,000 in aggregate, we will invoice you:
 - 11.2.1 50% upon order, on your receipt of our invoice;
 - 11.2.2 50% upon completion of supply; notwithstanding services that may or may not be completed.
- 11.3 For Hardware or Software valued at less than \$2,000 in aggregate, we will invoice you 14 Days NET.
- 11.4 Unless otherwise stated in writing, you will be invoiced the amount listed on the Order Form as signed by you.
- 11.5 You must pay each invoice in full:
 - 11.5.1 by the due date specified in the invoice; or
 - 11.5.2 if no due date is specified, within 14 days of the invoice date.
- 11.6 You must pay each invoice using either:
 - 11.6.1 Direct Debit;
 - 11.6.2 EFT;
 - 11.6.3 Cash;
 - 11.6.4 Company / bank cheque; or
 - 11.6.5 VISA / MasterCard (in which case, there will be a surcharge equal to additional costs we incur in processing the transaction)
- 11.7 Late invoicing does not affect our right to payment or your obligation to pay.
- 11.8 If a payment is overdue, in addition to our other rights:
 - 11.8.1 we may charge interest on the overdue amount at the Default Rate, calculated daily;
 - 11.8.2 we may withhold providing services under any Service Contract; and
 - 11.8.3 you must indemnify us against all Claims, costs and expenses (including legal expenses on a solicitor / client basis) incurred by us in attempting to recover the overdue amount.
- 11.9 If:
 - 11.9.1 you fail to pay any amount (whether in whole or part) payable in respect of any Hardware and/or Loan Equipment by the time required for payment;

- 11.9.2 you become insolvent (as that term is defined in the Corporations Act 2001); or
- 11.9.3 the Service Contract between us is terminated, or becomes terminable at our option;
- 11.9.4 we may, without notice to you, enter at any reasonable time any premises where hardware and/or Loan Equipment is located (or believed by us to be located) and take possession of that hardware and/or Loan Equipment not paid for and any other hardware and/or Loan Equipment to the value of the amount owing. Our permission to enter your premises for that purpose is irrevocable. We are not liable to you in contract, tort or otherwise, for any Claim incurred by you as a result of any action taken by us under this clause.

12 Third party charges

- 12.1 You are responsible for all third party charges incurred as a result of your use of the service (for example, telecommunications carriage fees) unless we specify otherwise in writing.
- 12.2 Where we specify that our fees include third party charges, we may increase our fees by written notice to you if there is a corresponding increase in third party charges.

13 GST

- 13.1 Terms defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meaning in this clause.
- 13.2 Unless stated otherwise, fees stated under this agreement, Product Order Form or Product Agreement exclude GST.
- 13.3 The consideration payable by you under this agreement is the value of any taxable supply for which payment is to be made.
- 13.4 Subject to us supplying you with a valid tax invoice, if we make a taxable supply in connection with a Service Contract for a consideration, which represents its value, then you must pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- 13.5 Subject to us supplying you with a valid tax invoice, if a Service Contract requires you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount required to be paid, reimbursed or contributed by you will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under clause 13.4.

14 Service delivery

- 14.1 We will provide the service:
 - 14.1.1 during Business Hours, unless otherwise specified in writing;
 - 14.1.2 at the location(s) specified in the Product Agreement or, if no location is specified, at the location we determine to be most appropriate;
 - 14.1.3 with professional skill and care, using appropriately qualified personnel.

15 Service Standard

- 15.1 We do not warrant that the service will be uninterrupted or error free.
- 15.2 If service levels are specified in the Product Agreement, we will use all reasonable efforts to meet or exceed those service levels.
- 15.3 We do not guarantee that service levels will be met. If the Product Agreement specify that credits or rebates will apply, those credits or rebates are your sole remedy in respect of service level failure.
- 15.4 If we agree to provide the service on a specific date and/or time we will use all reasonable efforts to provide the service on that specific date and/or time.

16 Access

- 16.1 You must provide us with reasonable and timely access to your facilities, premises, information, equipment, personnel, network and data to enable us to fulfil our obligations under the Product Agreement.
- 16.2 We will not be responsible for any delay in providing a service where the delay results from your failure to provide timely access in accordance with clause 16.1.

17 Your obligations

- 17.1 You must:
 - 17.1.1 comply with our reasonable and lawful directions in relation to the service;
 - 17.1.2 provide a safe working environment for our personnel;
 - 17.1.3 comply with all laws, regulations, policies and guidelines (including any acceptable use policy that we inform you of) applicable to the service;
 - 17.1.4 ensure that any incumbent provider who is transitioning the service to us makes available the information, resources and facilities required by us to provide the service; and
 - 17.1.5 maintain regular and complete backups of all of your data.
- 17.2 We will not be responsible for any failure, default or delay to the extent caused by your failure to perform your obligations under this clause.

18 Hardware or Software supply

- 18.1 To the extent that the service is for the sale and supply of Hardware or Software:
 - 18.1.1 we reserve the right to refuse any Hardware or Software order at our discretion;
 - 18.1.2 orders may not be able to be changed once they are placed with our suppliers;
 - 18.1.3 all returns are subject to a restocking fee;
 - 18.1.4 you agree that the colour of hardware can vary and samples in any brochure or other media may not be indicative of the actual colour;
 - 18.1.5 delivery must be expressly included in the price of the goods or otherwise stated in writing if it is not to be charged separately;
 - 18.1.6 deliveries may be performed by Secure Access Pty Ltd or our agents;
 - 18.1.7 any packaging additional to that provided by the manufacturer of the Hardware or Software will be applied at your request and at your expense;
 - 18.1.8 the driver of the delivery vehicle may, in their absolute discretion, refuse to proceed beyond the street frontage of the delivery address;
 - 18.1.9 the risk of loss of or damage to the Hardware or Software passes to you on delivery. Your obligation to insure Hardware or Software commences when risk passes to you. You must insure the Hardware or Software for its full value and ensure that our interest is noted on the policy. We may require you to demonstrate compliance with this clause including by producing a copy of the insurance policy;
 - 18.1.10 all Hardware or Software must be inspected by you on delivery. You are obligated to advise us of any missing or damaged Hardware or Software within 2 Business Days of delivery. If you do not advise as such within 2 Business Days of delivery the Hardware or Software is deemed to be accepted by you;
 - 18.1.11 we may make part deliveries of Hardware or Software for any reason at our absolute discretion;
 - 18.1.12 we remain the legal and beneficial owner of all Hardware or Software sold by us to you under this Master Agreement until all amounts due in respect of all hardware and any other amounts you owe us, actually or contingently presently or in future, have been paid to us in cleared funds. This applies even if you install the Hardware or Software or commingle it with other goods.
 - 18.1.13 you must not sell, dispose of, assign or encumber the Hardware or Software unless and until you have paid for it in full;

18.1.14 where Hardware or Software is subject to export control laws or regulations (including US export laws and regulations), you must not directly or indirectly export, re-export, distribute or otherwise act in violation of such laws and regulations; and

18.1.15 the United Nations Convention on Contracts for the International Sale of Goods does not apply.

19 Project Completion

19.1 To the extent that the services and/or supply of hardware is for the completion of a Project:

19.1.1 agreed project scope and deliverables will be clearly specified in the Project Proposal;

19.1.2 we will provide services to achieve the project deliverables within the scope of the Project as specified in the Project Proposal; and

19.1.3 on completion of the project, we will ask for your confirmation that the deliverables have been achieved within the scope of the Project.

19.2 Within 14 days of your request for confirmation, you must confirm in writing either:

19.2.1 that the project deliverables have been achieved; or

19.2.2 which of the project deliverables have not been achieved.

19.3 The Project is considered completed if we do not receive written confirmation from you per clause 19.2.

19.3.1 Subject to the provisions of this agreement, we warrant that Project Services will deliver the expected technical outcomes for the duration of the Warranty Period.

20 Loan equipment

20.1 We may install on your premises or otherwise provide you with Hardware on a loan basis ("Loan Equipment"), if noted in the relevant Product Order Form and agreed by us. All Loan Equipment:

20.1.1 remains our property;

20.1.2 must only be used by you for the purposes of receiving services from us; and

20.1.3 must be kept insured and secured from loss or damage.

20.2 If Loan Equipment in your possession or control is lost, stolen or damaged:

20.2.1 you must notify us without unreasonable delay; and

20.2.2 you must pay us the replacement cost of the Loan Equipment calculated as the recommended retail price at the date the Loan Equipment was lost, stolen or damaged minus any amount we recover under an insurance policy.

20.3 All Loan Equipment must be returned to us in good working order on contract termination as per clause 33.

21 Hardware as a Service (HaaS)

21.1 We may supply Hardware as a service and install on your premises, ("Hardware as a Service"), if noted in the relevant Product Order Form and agreed by us. All Hardware as a Service:

21.1.1 remains our property;

21.1.2 must only be used by you for the purposes of receiving services from us; and

21.1.3 must be kept insured and secured from loss or damage.

21.2 If Hardware as a Service in your possession or control is lost, stolen or damaged:

21.2.1 you must notify us without unreasonable delay; and

21.2.2 you must pay us the replacement cost of the Hardware as a Service calculated as the recommended retail price at the date the Hardware as a Service was lost, stolen or damaged minus any amount we recover under an insurance policy.

21.2.3 Hardware as a Service is to be returned to us in good working order on contract termination as per clause 33;

22 Inspection and Insurance

- 22.1 You must allow us to enter your premises to inspect any Hardware and/or Loan Equipment belonging to us in your possession upon reasonable notice from time to time.
- 22.2 If any Hardware and/or Loan Equipment belonging to us is sold or otherwise disposed of by you or if any insurance claim is made in respect of it, we are entitled to trace and receive the sale or insurance proceeds. You must notify us of all insurance claims made you in respect of the Hardware and/or Loan Equipment. You must keep the proceeds of sale or insurance in a separate bank account in trust for us.
 - 22.2.1 You must reimburse to us all costs incurred by us in exercising our rights under this clause.

23 Software

- 23.1 To the extent that a service involves the creation of new Software, or licensing of Software that we own:
 - 23.1.1 we warrant that our software will operate substantially in accordance with its accompanying documentation during the warranty period;
 - 23.1.2 we will use our reasonable efforts to correct any Defect provided:
 - 23.1.2.1 you notify us of the Defect during the warranty period;
 - 23.1.2.2 you have used the software in accordance with its accompanying documentation and our recommendations;
 - 23.1.2.3 the software has not been used on or in conjunction with equipment or software not approved by us;
 - 23.1.2.4 the software has not been modified by anyone other than us;
 - 23.1.2.5 the Defect is not due to a change in your IT or physical environment after delivery of the software; and
 - 23.1.2.6 you are not in breach of this agreement or any Service Contract.

24 Workplace Health and Safety

- 24.1 The parties (and their Employees, Agents or Contractors) must comply with all applicable workplace health and safety laws and all safety instructions reasonably issued by the other Party from time to time.
- 24.2 The parties must ensure that all plant, tools, equipment and substances used in performing the Services are in a safe and serviceable condition and used in accordance with their operating instructions.
- 24.3 The parties must ensure that Employees, Agents and Contractors are adequately supervised at all times while performing the Services.
- 24.4 Each party must ensure that before its Employees, Agents or Contractors perform or are present when the Company (or one of its Employees, Agents or Contractors) performs the Services they receive adequate training in security, workplace health and safety, customer service and risk management.
- 24.5 If the Company (or one of its Employees, Agents or Contractors) engages in conduct at the Customers location which, in the reasonable opinion of the Customer, could cause a serious risk to health or safety, the Customer may ask them to cease performing the Services and/or leave the Customers location immediately and they will agree to do so. They will not return to Customers location without the Customers prior consent.
- 24.6 The Company's Employees, Agents or Contractors will wear Personal Protective Equipment (PPE) and/or other Safety Gear when reasonably required.
- 24.7 If the Company (or one of its Employees, Agents or Contractors) considers that the working conditions or behaviours or other workers could cause a serious risk to health or safety, the Company (or one of its Employees, Agents or Contractors) may cease performing the Services and/or leave the Customers location immediately. If the situation is not rectified within a reasonable time, the Company can terminate the Agreement.
- 24.8 The Company will promptly notify the Customer of any workplace health and safety incidents that occur or of any involvement by workplace health and safety officials in connection with the Services.

25 PPS Law

- 25.1 This clause applies to the extent that the agreement we have with you provides for or contains a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law") (or part of it). The security interest granted to us is a 'purchase money security interest' ("PMSI") to the extent that it can be under section 14 of the PPS Law.
- 25.2 We may register our security interest. You must do anything (such as obtaining consents and signing documents) which we require for the purposes of:
- 25.2.1 ensuring that our security interest is enforceable, perfected and otherwise effective under the PPS Law;
 - 25.2.2 enabling us to gain first priority (or any other priority agreed to us in writing) for our security interest; and
 - 25.2.3 enabling us to exercise rights in connection with the security interest.
- 25.3 Our rights under our agreement with you are in addition to and not in substitution for our rights under other law (including the PPS Law) and we may choose whether to exercise rights under our agreement and/or under such other law, as we see fit.
- 25.4 The following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of our agreement with you in respect of goods that are not used predominantly for personal, domestic or household purposes:
- 25.4.1 sections 95 (notice of removal of accession to the extent it requires us to give a notice to you), 96 (retention of accession), 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires us to give a notice to you); section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of collateral); and section 143 (re-instatement of security agreement).
- 25.5 The following provisions of the PPS Law:
- 25.5.1 section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral),
- confer rights on us. You agree that in addition to those rights, we shall, if there is default by you, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any hardware and/or Loan Equipment, not only under those sections but also, as additional and independent rights, under our agreement with you and you agree that we may do so in any manner we see fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
- 25.6 You waive your rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.
- 25.7 We and you agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. You must do everything necessary on your part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to us the benefit of section 275(6)(a) and we shall not be liable to pay damages or any other compensation or be subject to injunction if we breach this sub-clause.
- 25.8 You must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the hardware and/or Loan Equipment other than with our express written consent.
- 25.9 You must not lease, hire, bail or give possession of ('sub-hire') the equipment to anyone else unless we (in our absolute discretion) first consent in writing. Any such sub-hire must be in writing in a form acceptable to us and must be expressed to be subject to our rights under our agreement with you.
- 25.10 You must take all steps including registration under PPS Law as may be required to:
- 25.10.1 ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
 - 25.10.2 enabling us to gain (subject always to our rights) first priority (or any other priority we agree to in writing) for the security interest; and
 - 25.10.3 enabling each of us to exercise our respective rights in connection with the security interest.

25.11 We may recover from you the cost of doing anything under this clause, including registration fees and the costs of notification.

26 Third party materials

26.1 In providing a service we may supply you with materials (including software) licensed by third parties.

26.2 You must comply with the terms of the third party license and you indemnify us against any Claim we incur due to your breach of a third party license.

27 Delay

27.1 We will use our reasonable efforts to meet any deadlines or milestones that we promise to meet but will not be liable for any delay or failure to meet these.

27.2 To the extent that our provision of a service is impaired by:

27.2.1 you;

27.2.2 a third party;

27.2.3 a failure or defect (not caused by us) in hardware or software (not supplied by us); or

27.2.4 an event beyond our reasonable control,
then:

27.2.5 our obligation to provide the service is suspended;

27.2.6 we will not be liable to you in respect of any delay or failure to provide the service.

27.3 Where our personnel are delayed from performing a service due to a delay you cause, we may invoice you at the personnel's hourly rate for the duration of the delay subject only to us making reasonable efforts to reallocate our personnel to other chargeable duties.

28 Cyber Risk Management & Liability

28.1 You acknowledge and agree that:

28.1.1 we may offer different managed services plans. We may update our service offerings from time to time;

28.1.2 only our "Compliance" managed services plan offers a level of cyber risk management in accordance with the Australian Government's ASCS Essential 8 Cyber Security Mitigation strategies. To the extent permitted by law, we do not give any warranty that any other plan will provide cyber risk management.

28.2 Where we offer you other security products or services (such as anti-virus software), we cannot guarantee that use of such products or software will make your IT systems free from all vulnerabilities or immune to Cyber Security Incidents.

29 Confidentiality

29.1 A party must not use or disclose the other party's confidential information without prior written approval.

29.2 Each party must take all reasonable steps to ensure that its employees and agents do not use or disclose the other party's confidential information.

29.3 A party may disclose confidential information where required by law or the rules of a stock exchange.

29.4 This clause survives termination of this agreement.

30 Intellectual property rights

30.1 Unless otherwise specified in writing, we own exclusively all intellectual property rights in material, including Software, that we design, create, modify, supply or licence, even if it was created or modified for or suggested by you.

- 30.2 To the extent necessary for you to receive the benefit of a service, we grant you a non-exclusive, non-transferable, licence to use our materials, during the period in which you receive the services.
- 30.3 If any of your materials become combined with our materials with your knowledge and without your objection, then we have a perpetual, royalty-free, irrevocable, non-exclusive licence to copy, use, adapt and distribute and sub-license those materials in the course of our ongoing business.
- 30.4 'Intellectual property rights' includes all patents, copyright, rights in circuit layouts, registered designs, trademarks, trade, business or company names and the right to have confidential information kept confidential.

31 Limitation of liability

- 31.1 You acknowledge that and agree that your acquiring the services under this agreement for commercial purposes and not for domestic, personal or household use.
- 31.2 If we supply you with goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption but costing no more than \$100,000 you have extensive rights under the Australian Consumer Law including consumer guarantees and remedies but to the extent permitted by law:
 - 31.2.1 in relation to these goods, our liability for failure to comply with a consumer guarantee (other than certain guarantees about ownership and undisturbed use) is limited to:
 - 31.2.1.1 replacing the goods or supplying equivalent ones;
 - 31.2.1.2 repairing the goods;
 - 31.2.1.3 paying the cost of replacing the goods or of acquiring equivalent ones; or
 - 31.2.1.4 paying the cost of having the goods repaired; and
 - 31.2.2 in relation to these services, our liability for failure to comply with a consumer guarantee is limited to:
 - 31.2.2.1 supplying the services again; or
 - 31.2.2.2 paying the cost of having the services supplied again.
- 31.3 Subject to clause 31.1:
 - 31.3.1 Any representation, warranty, condition, guarantee or undertaking that would be implied in these terms by legislation, common law, equity, trade, custom or usage or otherwise is excluded to the fullest extent permitted by law.
 - 31.3.2 We do not warrant or represent the performance, accuracy, reliability or continued availability of our goods and services or that they will be free from faults, errors or interruptions.
 - 31.3.3 We are never liable to you for, and you release us from any Claim for, any Consequential Loss, except to the extent that the Claim arose due to negligence, wilful misconduct or fraud by us.
 - 31.3.4 Subject to clause 31.1, 31.3.1, 31.3.2, 31.3.3 and 31.3.5, our maximum aggregate liability under a Service Contract or Claim, whether for breach of these terms or in negligence or in any other tort or for any other common law or statutory cause of action or otherwise is the amount equal to the amount of fees consumed in the preceding quarter under the Service Contract and that has been paid for in full.
 - 31.3.5 We will not be liable to you for any Claim related to data loss, except to the extent that the Claim arose due to negligence, wilful misconduct or fraud by us.

32 Warranty and Indemnity

- 32.1 You warrant that you have not relied on any representation made by us which has not been stated expressly in this Master Agreement.
- 32.2 You must indemnify us, our Employees, Agents or Contractors against any loss (including reasonable legal costs and expenses) or liability any of us reasonably incurs or suffers arising from any proceedings where such loss or liability was caused by:
 - 32.2.1.1 your breach of this Master Agreement or a Service Contract; or

32.2.1.2 your wilful, unlawful or negligent act or omission,
except to the extent we contributed to the loss through negligence, wilful misconduct or fraud.

33 Termination and suspension of Service Contracts

- 33.1 We may terminate or suspend performance of a Service Contract immediately if:
- 33.1.1 you breach the Service Contract and fail to remedy the breach within 14 days after receiving a notice detailing the breach and requiring that it be cured;
 - 33.1.2 you become insolvent;
 - 33.1.3 you fail to pay money owed to us within 30 days of it being due;
 - 33.1.4 you cease, or threaten to cease, carrying on your business;
 - 33.1.5 you exceed your credit limit or there is an adverse change in our credit assessment of you;
 - 33.1.6 we reasonably believe that you have used a service for unauthorised, criminal or unlawful activity; or
 - 33.1.7 an administrator or controller (as those terms are defined in the Corporations Act 2001) is appointed in respect of any of your assets;
 - 33.1.8 our supplier or carrier that provides services that we resell or recontract to deliver a service to you discontinues the product offering;
 - 33.1.9 our supplier or carrier that provides services that we resell or recontract to deliver a service to you has an administrator or controller (as terms are defined in the Corporations Act 2001) appointed;
 - 33.1.10 our supplier or carrier that provides services that we resell or recontract to deliver a service to you becomes insolvent or ceases trading;
 - 33.1.11 you do not remedy workplace health and safety risks per clause 24.7.
- 33.2 Your breach of a Service Contract is deemed to be a breach of this Master Agreement and all other Service Contracts.
- 33.3 Termination of a Service Contract does not affect our rights of action based on any breach by you before the termination.
- 33.4 On termination we may:
- 33.4.1 repossess any of our property in your possession, custody or control;
 - 33.4.2 retain all moneys paid to us under the Service Contract;
 - 33.4.3 provide you with an invoice for all unpaid fees and expenses (including labour costs for services already performed) and any costs incurred by us as a result of termination (including restocking fees); and
 - 33.4.4 pursue any additional or alternative remedies provided by law.
- 33.5 If you terminate a Service Contract prior to its expiry, then you must pay us within 14 days of invoice, the equivalent of the Monthly Service Fee multiplied by the number of months remaining in the Service Contract, along with any fees for licences provided on a fixed term.
- 33.6 The termination fee in clause 33.5:
- 33.6.1 is a reasonable pre-estimate of our loss and damage arising from an early termination of a Service Contract; and
 - 33.6.2 is without prejudice to any other rights we may have to recover other sums from you.
- 33.7 Should the Service Contract expire and not be expressly terminated by you it will continue indefinitely on a month by month basis and you must provide us with 90 days' notice to cancel the service.
- 33.8 Upon expiry or termination of a Service Contract each party must return any property belonging to the other party within 7 days.
- 33.9 Where you have a right to terminate a Service Contract, or any individual service under these terms, you may only do so by providing us with written notice using our cancellation form.

34 Termination for Non-Performance

- 34.1 You may terminate the Service Contract immediately if we breach a Service Level Agreement and fail to remedy the breach within 14 days after receiving a notice detailing the breach and requiring that it be remedied;
- 34.2 Termination of a Service Contract does not affect our rights of action based on any breach by you before the termination and is without prejudice to any other rights we may have to recover other sums from you.
- 34.3 On termination we may retain all moneys paid to us under the Service Contract;
- 34.4 If you terminate a Service Contract prior to its expiry as per clause 34.1, then no termination fee will be payable.

35 Notices

- 35.1 All notices must be in writing and may be sent by mail, hand delivery or email. Notices by mail or hand delivery must be sent to a party's service address. Notices by email must be sent to a party's last notified address.
- 35.2 A party's service address is any of:
 - 35.2.1 in the case of a corporation, its current registered office;
 - 35.2.2 the parties' business addresses set out in a Product Order Form; or
 - 35.2.3 any other address a party nominates, by written notice to the other party, as a service address.
- 35.3 A communication by email will be taken to be received by the addressee at the earlier of the time stated in a read receipt sent by the recipient's device or when the message has been delivered to the email address of the addressee.

36 Restraints

- 36.1 Neither party may approach the Employees, Agents or Contractors of the other party to this Agreement with an offer of employment during the term of this Agreement or for 12 months after its expiry or termination.
- 36.2 For the avoidance of doubt, nothing in this clause 35.3 prevents either party from employing an employee of the other party as a result of the employee responding to a public notice in the absence of any solicitation, however if this occurs then the employing party will pay a replacement recruitment fee to the other party of \$25,000 ex GST.

37 General matters

- 37.1 The relationship between the parties does not form a joint venture, partnership, agency or create any form of employment relationship. We are an independent contractor and have no authority to bind you by contract or otherwise.
- 37.2 We may sub-contract the performance of this agreement.
- 37.3 We may assign or novate our rights and obligations under this Agreement at any time without your consent.
- 37.4 You may not assign your rights and obligations under this agreement without our prior written consent (which we will not unreasonably withhold).
- 37.5 If a party overlooks a breach of a Service Contract by the other party on one or more occasions, it is not taken to have agreed to any future breach.
- 37.6 This Master Agreement, the Product Agreement and the Product Order Form are the entire agreement between the parties with respect to the services specified in the Product Agreement and all prior agreements regarding those services are superseded. No amendment or modification of a Service Contract is binding unless in writing and executed by the parties.
- 37.7 Anything that is unenforceable must be read down, to the point of severance if necessary.
- 37.8 Anything a party can do, it may do through an appropriately authorised representative.
- 37.9 Any matter in our discretion is in our absolute and unfettered discretion.

- 37.10 A party may sign any Product Order Form, Service Contract, or any other document created pursuant to this agreement by electronic means where permitted by law. Each other party consents to that party signing by electronic means. If a party signs a document electronically under this clause then:
- 37.10.1 An electronic form of that document with that party's electronic signature appearing will constitute an executed counterpart; and
- 37.10.2 A print-out of that document with that party's electronic signature appearing will also constitute an executed counterpart.

38 Applicable law and disputes

- 38.1 This agreement is subject to the laws that apply in Queensland, Australia.
- 38.2 Any dispute or difference arising in connection with this agreement will be submitted to arbitration in accordance with and subject to the Resolution Institute Arbitration Rules.
- 38.3 Otherwise, legal proceedings relating to this agreement or any dispute about it must be brought in the courts of Queensland, Australia.

39 Interpretation

- 39.1 Headings are for navigational assistance only and do not affect the meaning of this agreement.
- 39.2 Where a term is said to 'include' one or more things, the list is not exhaustive and does not limit the natural meaning of the term in any way.
- 39.3 A schedule or attachment to a document (including a schedule or attachment to this agreement) is part of that document, as is any document incorporated by reference.
- 39.4 A reference to the singular includes the plural and vice versa.
- 39.5 There is no significance in the use of gender-specific language.
- 39.6 A 'person' includes any entity which can sue and be sued and any legal successor to or representative of that person.
- 39.7 A reference to a law includes any amendment or replacement of that law.
- 39.8 A provision must not be construed to the disadvantage of a party because that party prepared or required it.

40 Definitions

- 40.1 'After Hours' means any time that is outside of Business Hours.
- 40.2 'Business Hours' means between 8:30 am and 5:00 pm, AEST, Monday to Friday excluding public holidays in Queensland.
- 40.3 'Claim' means any claim, demand, action, proceeding or legal process (including by way of set off, cross-claim or counterclaim).
- 40.4 'Confidential information' means all information treated by the owning party ('discloser') as confidential and:
- 40.4.1 provided to the other party ('recipient'); or
- 40.4.2 of which the recipient becomes aware,
but excludes information that:
- 40.4.3 the recipient creates or lawfully obtains independently of the discloser; or

- 40.4.4 is public knowledge (otherwise than as a result of a breach of confidentiality by the recipient).
- 40.5 'Consequential Loss' means any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss or corruption of data or loss of anticipated savings that you incur or suffer in any way.
- 40.6 'Cyber Security Incident' means an unwanted or unexpected cyber security event, or a series of such events, that either has compromised business operations or has a significant probability of compromising business operations.
- 40.7 'Default Rate' means the overdraft reference rate quoted by our principal banker on the first day of the applicable month plus 2%.
- 40.8 'Defect' means a reproducible failure of the Software to work substantially as described in the documentation that accompanies it.
- 40.9 'Hardware' includes all IT and communication products and equipment we agree to supply pursuant to a Service Contract, including where applicable hardware, software and related parts, accessories and other goods.
- 40.10 'Monthly Base Fee' means the standard price contained in the Product Agreement, excluding variations, usage, consumption, fees for items that are expressly excluded, or set up fees.
- 40.11 'Product Order Form' means our standard order form from time to time.
- 40.12 'Software' means all software and web applications we supply pursuant to a Service Contract.
- 40.13 'Warranty period' means 30 days from the date of delivery, unless we specify a different period.

