

Terms of Service

1. Definitions and interpretation

1.1 Definitions

In the Contract:

Authorised Users means the Customer's Personnel who are authorised in writing by the Customer to access, and exercise the Customer's rights in respect of, the Licensed Software.

Claim means any claim, demand or cause of action whether arising in contract, tort, under statute or otherwise in relation to the Contract or any Services.

Customer means the person described as the Customer in the Service Order Form.

Customer Data means the Customer's data or any other information owned or controlled by a Related Body Corporate of the Customer or an Authorised User, as utilised in relation to, or uploaded to, the Licensed Software.

Customer IP means the Intellectual Property Rights of the Customer which:

- (a) are in existence at the date of the Contract; or
- (b) come into existence after the date of the Contract otherwise than in connection with the Contract,

including any Customer Data, other than any Contract IP.

Customer's Site means the Customer's premises at which the Customer (and its Personnel) will be able to access, use and operate the Licensed Software for the purposes and on the terms set out in the Contract.

Commencement Date means the commencement date specified in the Service Order Form or as varied under the Contract.

Contract means the agreement between the Customer and the Provider evidenced by the Service Order Form and these Terms of Service.

Contract IP means the Intellectual Property Rights which:

- (a) attach to final reports generated as part of the Services that are provided to the Customer by the Provider; and
- (b) are created for the specific purpose of the provision of the Services to the Customer (and not to other clients, or clients generally, of the Provider).

Contract Price means the amount payable, excluding Indirect Transaction Taxes, to the Provider in relation to the provision of the Services, in accordance with the prices of the Provider as notified by the Provider as at the date of the Contract, as updated by the Provider by 30 days Notice to the Customer from time to time.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Data means all of the information, documents and other data provided by the Customer or its Personnel to the Provider, any content uploaded by the Customer or Personnel to the Provider's System, or otherwise accessed by the Provider in providing the Services.

Default Interest Rate means ten per cent (10%) per annum.

Dispute means any dispute, question or difference of opinion between the parties concerning or arising out of the Contract, or its validity, construction,

meaning, operation or effect, or concerning the rights, duties or Liabilities of either the Customer or the Provider.

Documentation means the operating and procedural manuals relating to the Licensed Software as amended from time to time, as provided to the Customer in writing.

Force Majeure means an event or cause which is beyond the control of the party claiming force majeure and not able to be overcome by the exercise of reasonable care.

Government Agency means any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Indirect Transaction Taxes mean any relevant value added tax, goods and services tax, sales, use or consumption or similar tax or impost imposed, levied or assessed by any Government Agency or otherwise payable, but excludes any related penalty, fine or interest thereon.

Input Tax Credit means any entitlement to a credit for, or offset against, reduction in or refund of, Indirect Transaction Taxes, in relation to any acquisition or the receipt of any supply.

Intellectual Property Right means (in the context of a party) all industrial and intellectual property rights whether protectable by statute, at common law or in equity, including all copyright and similar rights which may subsist or may hereafter subsist in the Services or any subject matter, rights in relation to inventions (including all patents and patent applications), trade secrets and know-how, rights in relation to designs (whether or not registrable), rights in relation to registered or unregistered trade marks, circuit layout designs and rights in relation to circuit layouts, but excludes non-assignable moral rights and similar non-assignable personal rights of authors and producers.

Liabilities means damages, Claims, demands, losses, liabilities, costs and expenses of any kind.

Licensed Software means the computer program, associated files, and any improvements and Intellectual Property Rights developed thereof, as specified in the Service Order Form.

Notice means a notice given in accordance with clause 14.

Personnel means, in relation to a party, any of its officers, employees, agents or representatives (including its Representative).

Products means hardware or software.

Provider means Cybersight International Pty Ltd (ACN 666 433 334).

Provider IP means the Provider's Intellectual Property Rights:

- (a) which are in existence at the date of the Contract;
- (b) which come into existence after the date of the Contract otherwise than specifically for the purposes of the Contract; or
- (c) which are created or discovered (present or future), or which come into existence as a result of, for the purpose of or in connection with the provision of the Services or the Contract (including all Intellectual Property Rights in anything developed by the Customer in providing the Services),

whether owned by, or licensed to, the Provider, excluding any Contract IP and Customer Data, and for the avoidance of doubt, including any source code for the Licensed Software.

Related Body Corporate has the meaning given in section 50 of the Corporations Act.

Representative, of a party, means the person nominated from time to time.

Services means the provision of the Licensed Software, including hosting and support as set out in these Terms of Service.

Service Order Form means order page completed by the Customer, which contains details relevant to the Contract and the Services to be provided, as set out in Appendix 1.

System means a combination of Products or a combination of Products and services which are integrated and operate together, including a network.

Taxes means, unless the contrary intention is expressed, any and all taxes, including, without limitation, Indirect Transaction Taxes, excise, stamp, documentary, customs, import/export, payroll, personal, property, real property, interest equalisation, business, occupation, turnover, income, corporation, capital, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever, together with any penalties, fines or interest thereon or similar additions thereto, imposed, levied or assessed by any Government Agency or otherwise payable.

Tax Invoice means an invoice or other document, including without limit a credit note or debit note, in a form that is valid under the applicable law of the jurisdiction in which a liability to pay Indirect Transaction Taxes is imposed, claimed, levied or assessed, which must be held by a person for that person to be able to claim Input Tax Credits.

Term has the meaning given in clause 8.1.

Terms of Service means these terms of service.

Virus means virus, worm, bomb, trojan horse, computer programming code (including source and object code), or any other software or configuration that may cause an unauthorised change to, denial of access to, or disruption to, or deletion of, any software or hardware.

1.2 Interpretation

In the Contract, headings are for convenience only and do not affect interpretation and, unless the contrary intention appears.

- (a) an obligation or a liability assumed by 2 or more persons binds them jointly and severally and a right conferred on 2 or more persons benefits them jointly and severally;
- (b) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (c) the word **including** or any other form of that word is not a word of limitation;
- (d) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (f) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) a reference to a document (including the Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure

to or of the Contract, and a reference to the Contract includes all schedules, exhibits, attachments and annexures to it;

- (i) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (obsolete body), means the agency or body which performs most closely the functions of the obsolete body;
- (j) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments and replacements;
- (k) **day** means a calendar day;
- (l) a reference to **AUD, A\$, \$ or dollar** is to the currency of Australia; and
- (m) the Contract must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

1.3 Survival

This clause 1 will survive the expiry or termination of the Contract.

2. Contract

2.1 Acknowledgement

Subject to clause 2.2, the Contract is formed upon the earlier of the Customer:

- (a) completing the Service Order Form and confirming its acceptance of these Terms of Service; and
- (b) by its conduct, verbal or otherwise, permitting or otherwise allowing the Provider to commence or continue performing the Services,

and, once formed, is the only authority which the parties will recognise for providing the Services.

2.2 Customer's additional terms

The Customer hereby acknowledges that any terms and conditions attached to any communication from the Customer shall not form part of the Contract.

2.3 Deemed acceptance

In the absence of the Customer completing a Service Order Form, any request by the Customer or its Personnel for the provision of any Services by the Provider will be deemed to be an acceptance of the Contract on the terms contained in the Contract.

2.4 No reliance

The Customer acknowledges and warrants that it has relied solely on its own skill and judgement or alternatively on the skill and judgement of professional advisers retained by it (other than the Provider) to provide advice and assistance on the suitability of the Services and/or Licensed Software for specific purposes and procedures and in this respect shall hold the Provider harmless and indemnified from and against any loss, suit, claim, demand, or compensation which but for this clause 2.4 the Customer may have had against the Provider.

3. Performance by Provider

3.1 Licence

From the Commencement Date and during the Term:

- (a) the Provider grants the Customer (and its Authorised Users) a non-exclusive, non-transferrable licence to use the Licensed Software and Documentation for the Term (and any extension thereto):

- (i) to access, operate and use the Licenced Software at and from the Customer's Site and the Documentation for the purposes of the Customer's business;
 - (ii) to input Customer Data into the Licensed Software and upload and download the Customer Data; and
 - (iii) otherwise, on the terms and conditions specified in the Contract, on the terms and conditions of the Contract; and
- (b) the Provider must provide the Services in accordance with the terms of the Contract and in consideration of the Contract Price, and must use its best endeavours to:
- (i) enable the Licensed Software to be used by the Customer at the Customer's Site;
 - (ii) supply all links, branding information and materials reasonably necessary to enable the Licensed Software to be used at the Customer's Site; and
 - (iii) back up all Customer Data entered using the Licensed Software, provided that, unless otherwise agreed by the parties, the Provider shall not be obliged to provide advice, training, error-correction, modifications, updates, new releases or enhancements or otherwise of the Licensed Software.

3.2 Standards

The Provider undertakes to the Customer that:

- (a) it will exercise reasonable skill, care and diligence; and
- (b) it will perform the Services:
 - (i) using appropriately trained and experienced Personnel;
 - (ii) in accordance with all applicable legislation, laws, regulations, by-laws, orders, Government Agency requirements and industry codes in any way affecting or applicable to the Services; and
 - (iii) in accordance with the Contract.

3.3 Independent contractor

For the purposes of the Contract, the Provider is an independent contractor and must be classified as an independent contractor and will not act as, or be regarded as, an agent, employee or fiduciary of the Customer.

4. Customer obligations

4.1 Approval of Authorised Users

The Customer must obtain the Provider's prior written consent for the access to, and use of, the Licensed Software by any Authorised User.

4.2 Obligations

The Customer must, and must ensure that its Authorised Users:

- (a) ensure that access to, and use of, the Licensed Software is limited solely to the Customer and its Authorised Users;
- (b) only use the Licensed Software and Documentation for the purposes of processing the Customer Data for its own internal business recordkeeping purposes at the Customer's Site;
- (c) cooperate fully and act reasonably and in good faith to assist in the timely fulfilment of the Provider's obligations under the Contract;

- (d) perform its obligations and responsibilities as detailed in the Contract with due care and skill;
- (e) follow all reasonable instructions given by the Provider from time to time in relation to access, use or operation of the Licensed Software;
- (f) provide the Provider with access to the Customer's Site upon reasonable notice for the purposes of allowing the Provider to fulfil its obligations under the terms of the Contract;
- (g) ensure that the Licensed Software and the Customer's Site is managed in a proper manner by competent and trained operators or by persons under their supervision;
- (h) be responsible for entering the Customer Data using the Licensed Software and the Customer's Site;
- (i) keep secure backup copies of the Customer's databases and computer records in accordance with good computing practice; and
- (j) not create or permit to exist any security interest (of any kind) over the Licensed Software or Documentation. For the purposes of the foregoing, "security interest" includes a security interest that is subject to the *Personal Property Securities Act 2009* (Cth) or any other security interest, mortgage, pledge, lien, charge or other arrangement of any kind which in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors.

4.3 Authorised Users

- (a) The Customer must ensure that all Authorised Users are made aware of the terms of the Contract and must ensure that all Authorised Users are required to access, use and operate the Licensed Software in accordance with the terms of the Contract.
- (b) For the purposes of the Contract, any acts or omissions by an Authorised User which breach the terms of the Contract shall be deemed to be a breach of the Contract by the Customer.

5. Payment

5.1 Payment of Contract Price

In consideration of the satisfactory performance by the Provider of the Services, the Customer must pay to the Provider the Contract Price.

5.2 Payments by EFT

Unless otherwise agreed by the parties, all payments to the Provider will be made by electronic funds transfer to an Australian bank account as nominated by the Provider.

5.3 Submission and payment of invoice

- (a) The Provider may submit an invoice to either the Customer's address or via email to the Customer's Representative, either:
 - (i) in advance for Services to be performed in any period specified in the Contract; or
 - (ii) as soon as practicable following the end of each month of service.
- (b) The Customer shall make payment to the Provider for the amount set out in any invoice within 7 days of the Provider submitting the invoice.

5.4 Payment of interest

- (a) The Customer must pay interest on any amount due and payable under the Contract, but unpaid, at the Default Interest Rate.

- (b) The interest payable under clause 5.4(a) accrues from day to day from and including the due date for payment up to the actual date of payment.

6. Taxes

6.1 Taxes generally

- (a) Except where the Contract expressly specifies otherwise, the Contract Price does not include any Taxes. The Customer must, in addition to the Contract Price and at the same time, pay the amount of any Taxes imposed by the relevant Government Agency payable in respect of the performance of the Services, unless the Customer provides the Company with a valid tax exemption certificate authorised by the relevant Government Agency.
- (b) The Customer warrants to the Company that if it is required by any Government Agency, it is registered in relation to the Taxes applicable to the Contract Price at the time of entering the Contract and will remain registered for the duration of the Contract.
- (c) The Customer indemnifies the Company and its Related Bodies Corporate from all Tax liabilities arising from or in connection with any Tax liability that may be imposed on the Customer, the Company or their respective Related Bodies Corporate as a result of information provided by the Customer or any failure of the Customer to comply with any of its tax obligations.

6.2 Survival

This clause 6 will continue to apply after expiration or termination of the Contract.

7. Risk and title

7.1 Risk

All risk in the Services shall pass to the Customer upon completion of the Services (as determined by the Provider acting reasonably).

8. Term

8.1 Term

The Contract shall be for an initial term of 12 months, commencing on the Commencement Date, subject to any renewal or earlier termination in accordance with the Contract (**Term**).

8.2 Renewal

The Term (and each extension thereto) shall automatically renew for a rolling further period of 12 months unless and until either party gives either party written notice not less than thirty (30) days prior to the expiration of the Term (or any extension thereto) of the desire not to renew the Contract.

9. Termination

9.1 Notice of default

If a party (**defaulting party**) fails to perform or observe any of its material obligations under the Contract the other party (**non-defaulting party**) may issue the defaulting party a Notice specifying the default and requesting the defaulting party to remedy the default (**default notice**). The default notice must not be unreasonably given and must specify that it is a notice under this clause 9.1.

9.2 Remedy of default

Subject to clause 9.4, the defaulting party must remedy the default in a proper manner and to the non-defaulting party's reasonable satisfaction within thirty

(30) days of receipt of the default notice, failing which the non-defaulting party may by Notice to the defaulting party do any of the following:

- (a) in the case of the Provider, suspend performance of its obligations under the Contract; and
- (b) terminate the Contract.

9.3 Effect of termination for default

If the Contract is terminated pursuant to clause 9.2(b), the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the Contract had the defaulting party repudiated the Contract and the non-defaulting party elected to treat the Contract as at an end and recover damages.

9.4 Termination for convenience

- (a) A party may, at any time and in its sole and absolute discretion, provide Notice of termination of the Contract to the other party.
- (b) In the event of a termination under clause 9.4(a), the Contract shall terminate at midnight on the immediate subsequent monthly anniversary day of the Commencement Date. For example, if the Commencement Date is 1 January, and a party provides Notice of termination on 15 January, the Contract shall terminate on 1 February. However, in the event of the relevant month not containing a monthly anniversary day, the Contract shall terminate on the first day of the subsequent month. For example, if the Commencement Date is 30 December, and a party provides Notice of termination on 15 February, the Contract shall terminate on 1 March.

10. Intellectual property

10.1 Provider IP

- (a) The Customer acknowledges that the Provider remains the owner of all Provider IP and that nothing in the Contract prevents, limits or restricts the Provider's subsequent use or exploitation of the Provider IP.
- (b) The Provider grants to the Customer a non-exclusive, non-transferable licence to use all Provider IP to the extent required for the purposes of enjoying the Services during the Term in accordance with the Contract.

10.2 Contract IP

- (a) The Customer agrees that all Contract IP will be vested in the Provider and will be the Provider's property as and when created and the Customer assigns and must ensure that all of its Personnel assign all their respective right, title and interest in and to the Contract IP (whether created before, on or after the Commencement Date) to the Provider.
- (b) On the Provider's request, the Customer must execute any formal assignment or other document required to give effect to this clause 10.2.

10.3 Customer IP

- (a) The Provider acknowledges and agrees that the Customer remains the owner of all Customer IP and that nothing in the Contract prevents, limits or restricts the Customer's subsequent use or exploitation of Customer IP.
- (b) The Customer grants to the Provider a non-exclusive, non-transferable, royalty free licence to use the Customer IP for the purpose of providing the Services.

10.4 Warranties

The:

- (a) Provider warrants that it has the right to:
 - (i) assign all Contract IP to the Customer in accordance with clauses 10.2(a) and 10.2(b); and
 - (ii) grant to the Customer the licence under clause 10.1(b); and
- (b) Customer warrants that it has the right to grant to the Provider the licence under clause 10.3(b).

10.5 Survival

This clause 10 will survive the expiry or termination of the Contract.

11. Confidentiality

11.1 Confidentiality obligations

Subject to clause 11.2:

- (a) each party (**receiving party**) must treat the Contract and the information provided by the other party and its Personnel (for the avoidance of doubt, including the Licensed Software and the Documentation) (**disclosing party**) as confidential information. The receiving party must only use such information to the extent necessary to provide or enjoy (as the case may be) the Services and must not use, disclose or turn to its advantage or in any way profit from the use of such information without the prior written consent of the disclosing party. This undertaking does not apply to information which at the time of disclosure is available to the public or which must by law, or by the rules of a recognised stock exchange on which the party's securities are quoted, be disclosed;
- (b) the receiving party must comply with, and must use its best endeavours to ensure that each of its Personnel and other persons for whom it is responsible or over whom it is capable of exercising control complies with, the confidentiality obligations in this clause 11.1; and
- (c) immediately upon completion of the Services or the termination or expiry of the Contract (whichever first occurs) the receiving party will promptly, at the option of the disclosing party, deliver to the disclosing party or destroy or make generally inaccessible all confidential information (in whatever form) in the custody, possession or control of the receiving party or any of its Personnel.

11.2 Public announcements

The Provider may make media releases, public announcements and social media releases in relation to the existence and subject matter of the Contract and the Services.

12. Privacy

- (a) Each party and its Personnel agrees to comply with its obligations under the *Privacy Act 1988 (Cth)* and any other applicable legislation or privacy guidelines as amended from time to time in relation to personal information collected, used or disclosed by that party or its Personnel in connection with the Services and the Contract.
- (b) Details on how the Provider complies with the *Privacy Act 1988 (Cth)* and how it collects, discloses, holds or uses personal information is available in the Provider's Privacy Policy as set out on the Provider's website at <https://www.hawkstream.io/privacy> or as provided to the Customer from

time to time. The Provider reserves the right to amend its Privacy Policy as required from time to time.

- (c) The Provider will take all reasonable steps to notify the Customer in writing if it becomes aware of any actual, threatened or suspected breach of Data where such breach involves personal information.
- (d) The Customer warrants that it has obtained each of its Personnel's informed consent for the Provider, its Related Bodies Corporate, and their respective Personnel to use, store, manipulate or otherwise deal with the personal information contained in the Data.
- (e) The Customer must ensure that any collection, processing, use, disclosure and transfer by the Customer and its Personnel of personal information in connection with the performance of its obligations under the Contract complies with all applicable privacy law and the privacy policy of the Customer.
- (f) The Customer must take all necessary steps to ensure that the personal information held or accessed by it in connection with the Contract is protected against misuse, interference and loss, and from unauthorised access, modification and disclosure (**Data Breach**). The Customer will promptly give written notice to the Provider of any actual or suspected Data Breach and will provide information, assistance and other cooperation as requested by the Provider in respect of the Data Breach.
- (g) The Customer must co-operate with any reasonable requests or directions of the Provider relating to the security, use, disclosure, and transfer of personal information, the Provider's legal obligations relating to the personal information, complaints relating to the personal information and the rights of individuals to access and correct the personal information or opt out of receiving any communications from or on behalf of the Customer.
- (h) The Provider will retain the Customer's information for 30 days following termination of the Contract.
- (i) This clause 12 will survive the termination or expiry of the Contract.

13. Dispute resolution

13.1 Conferral

If at any time there is a Dispute, the parties will as a condition precedent to the commencement of any proceedings in respect of the Dispute (other than proceedings required on an urgent interlocutory basis), promptly (and no later than 7 days) following the occurrence of a Dispute, confer in and endeavour to settle the Dispute.

13.2 Representative

The parties will ensure that a senior executive officer who has authority to bind its respective party attends the conference.

13.3 Failure to agree

If the Customer and the Provider fail to agree within 30 days after first conferring, either party may commence legal proceedings in an appropriate court to resolve the Dispute.

13.4 Obligations continue

Notwithstanding the existence of any Dispute, the parties will continue to perform all of their obligations under the Contract (if any) without limiting their position in respect of any Dispute.

13.5 Survival

This clause 12 will survive the expiry or termination of the Contract.

14. Notices

14.1 Notices in writing

All Notices must be in writing and in the English language.

14.2 Method of sending Notices

Any Notice to be sent under this agreement must be sent by email to:

- (a) in the case of the Provider, support@hawkstream.io; and
- (b) in the case of the Customer, the email address provided by the Customer in the Service Order Form,

in each case as updated from time to time by the relevant party.

14.3 Receipt of Notices

A Notice will be deemed to have been received:

- (a) if it is transmitted by 5.00pm (Australian Western Standard Time) on a day – at 5.00pm on that day; or
- (b) if it is transmitted after 5.00pm (Australian Western Standard Time) – at 9am on the next day.

15. Limitation of liability

- (a) To the maximum extent permitted by law, notwithstanding any other clause in the Contract but subject to clauses 15(b) and 15(c), the maximum Liability of the Provider to the Customer for all Liabilities howsoever arising in connection with the Contract shall be limited (in the aggregate) to 20% (twenty per cent) of the Contract Price.
- (b) The limitation contained in clause 15(a) shall not apply to liability arising as a direct result of:
 - (i) personal injury or death of third parties caused by negligence;
 - (ii) fraudulent or malicious conduct;
 - (iii) wilful deceit; or
 - (iv) intentional breaches of the Contract.
- (c) Notwithstanding any provision of the Contract, to the maximum extent permitted by law, the Provider is not liable to the Customer for any indirect, consequential or special loss (including loss of revenue, loss of profit, loss of product, loss of production, increased financing costs, loss of opportunity, loss of business opportunity, and delay costs), whether arising out of or in connection with the Contract, under statute, in tort (for negligence or otherwise) or any other basis in law or equity, and (without limiting the foregoing) the Customer shall be limited to recovery of damages which have arisen directly out of the Contract.
- (d) This clause 15 will survive the expiry or termination of the Contract.

16. Force Majeure

16.1 Event of Force Majeure

If as a result of Force Majeure, any party is rendered unable, wholly or in part, to carry out its obligations under the Contract, other than the obligation to pay any amounts due, then, provided that the relevant party has taken all reasonable precautions, due care and reasonable measures with the object and intent of ensuring it is able to carry out its obligations, the obligations of the party giving

such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused and for such reasonable period thereafter as may be necessary for the party to put itself in the same position that it occupied prior to the Force Majeure, but for no longer period.

16.2 Notice of Force Majeure

The party claiming a Force Majeure shall notify the other party of the Force Majeure within a reasonable time after the occurrence of the facts relied on and shall keep the other party informed of all significant developments (including termination of the Force Majeure). Such notice shall give reasonably full particulars of the Force Majeure and also estimate the period of time which the party will probably require to remedy the Force Majeure. The giving of notice is a condition precedent to reliance on the Force Majeure. The affected party shall use all reasonable diligence to remove or overcome the Force Majeure as quickly as possible in an economic manner but shall not be obligated to settle any labour dispute except on terms acceptable to it, and all such disputes shall be handled within the sole discretion of the affected party.

16.3 Termination for Force Majeure

If a delay or failure by a party to perform its obligations due to Force Majeure exceeds sixty (60) days, either party may immediately terminate the Contract on providing written Notice in writing to the other party.

17. General

17.1 Entire agreement

The Contract, as amended from time to time in accordance with its provisions, represents the entire agreement between the parties regarding its subject matter and supersedes all prior communications, arrangements, and negotiations.

17.2 Severance

Any provision of the Contract that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of the Contract nor affect the validity or enforceability of that provision in any other jurisdiction.

17.3 Law applicable

The Contract is governed by the law of the State of Western Australia and the parties submit to the jurisdiction of the courts of the State of Western Australia and of any court which may hear appeals from any of those courts, for any proceedings in connection with the Contract.

17.4 Assignment and novation

- (a) The Customer acknowledges that the Provider may at any time assign its rights or novate its rights and obligations under the Contract to any third party, without the consent of the Customer.
- (b) The Customer must do all things and execute those documents as may reasonably be required by the Provider to give effect to the assignment or novation.

17.5 Waiver in writing

The waiver or relaxation partly or wholly of the terms of the Contract will be valid only if in writing and signed by the Provider and will apply to a particular occasion and will not be continuing unless expressed so to be and further will not constitute a waiver or relaxation of any other condition or term.

17.6 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of the Contract and the transactions contemplated by it.

17.7 Severability

The invalidity or unenforceability of any part or provision of the Contract does not affect the enforceability of any other part or provision of the Contract and the invalid or unenforceable part is severable.

17.8 Amendments in writing

Modifications and amendments to the Contract must be in writing signed by each of the parties.

17.9 Counterparts

The Contract may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of the Contract, and all together constitute one agreement.

17.10 Costs

Each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing the Contract.

17.11 Survival

This clause 17 will survive the expiry or termination of the Contract.

Appendix 1 – Service Order Form

Please provide customer contact details			
Customer Contact	Company Name	Customer Contact Email	Contact Phone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Please provide customer billing details			
Customer Company Address	Customer Billing Address	Purchase Order # (Optional)	Accounts Payable Email
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Order specifics

Select base plan

Micro

Small

Medium

Enterprise

Note: Users, Projects, Vendors and Systems will be charged in addition to the base plan as per the pricing

I accept and acknowledge that billing for each month's subscription may change based on usage as shown in the pricing schedule. For example, although you may commence on a particulate base plan, your plan may change depending on the usage - see pricing schedule for limits on each base plan.

Select to accept and acknowledge

I accept the Terms of Service

Customer name	Customer approval (Signature)	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>