



Terms of Service

A1CRM Australia Pty Ltd ACN 640 463 510

And

the Client described in a Proposal.

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1. Definitions and Interpretation

1.1 Definitions

In this Agreement and any Proposal, unless the context or subject matter require otherwise:

A1CRM means A1CRM Australia Pty Ltd ACN 640 463 510 with the corporate information described in a Proposal.

Agreement means the terms and conditions contained in this Terms of Service, including the Proposal and document incorporated by reference between the Supplier and the Client.

API means an applications programming interface, being the set of rules and protocols that allows software systems to communicate or exchange data with each other.

Additional Services means any Services which the Client has requested in writing from the Supplier, which are to be completed on the terms and conditions of this Agreement that are not described in the Proposal and are Out of Scope.

Background IP means any Intellectual Property owned or able to be used by a Party prior to the Commencement Date that may be used in providing the Services that is not assigned to the other Party pursuant to the terms of this Agreement.

Claim includes a notice, demand action, cause of action, proceeding, litigation, arbitration, investigation, verdict, judgement, debt due, or Liabilities arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or under the provisions of any statute, award, order, or determination, involving a third party or a Party to this Agreement, regardless of whether or it was known at the Commencement Date.

Commencement Date means the date that the terms and conditions contained in this Agreement and the Proposal commence as stated in a Proposal, notwithstanding that it was signed before or after this date.

Confidential Information means all data of a confidential nature relating to the business of the Client, including data and information obtained by the Supplier about the Client's customers, and any information that has been disclosed by a third party to the Client that is governed by a non-disclosure agreement, or equivalent document, entered into between the third party and the Client, but does not include information that:

- (a) is generally known in the industry of the Client;
- (b) is now or subsequently becomes generally available to the public through no wrongful act of the Supplier;
- (c) the Supplier rightfully had in its possession prior to the disclosure to the Supplier by the Client;

- (d) is independently created by the Supplier without direct or indirect use of the Confidential Information; or
- (e) the Supplier rightfully obtains from a third party who has the right to transfer or disclose it.

Credit Term means the period of time after the date of receipt of Supplier's validly rendered tax invoice which the Client agrees to pay the Supplier as described in a Proposal.

Deliverables means any tangible or intangible work products, outputs, or items that the Supplier is required to provide to the Client as described in a Proposal.

Engagement Model means any of the following:

- (a) Scope of Work;
- (b) Retainer; or
- (c) Prepaid Support Plan.

as described in a Proposal.

Expenses means any costs directly incurred by the Supplier that are related to the provision of the Services that the Client must pay including but not limited to:

- (a) provision of meals for work completed after hours by the Key Personnel;
- (b) extraordinary travelling expenses; and
- (c) any other expenses approved in advance.

Fee means the amount of money payable by the Client of the Supplier to provide the Services as particularised in a Proposal for the Engagement Model shown.

Force Majeure means an act of God, fire, lightning, explosions, flood or other natural disaster, subsidence, act of terrorism, insurrection, civil disorder or military operations, power or gas shortage, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities, strikes, lock-outs or other industrial disputes of any kind and any other cause, whether similar or not to the foregoing, outside of the affected Party's control.

Hourly Rates means the amount of money to be paid by the Client for time taken by the Supplier or its Key Personnel on work which is Outside of Scope or provided on an ad hoc basis as described in a Proposal.

Insolvency Event means circumstances in which a Party takes any corporate action or any steps are taken or legal proceedings are started for:

- (a) its winding-up, dissolution, or liquidation;

- (b) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it; or
- (c) seeking or being granted protection from its creditors, under any applicable legislation.

Intellectual Property means all industrial and intellectual property rights including, without limitation, patents, copyright, rights to extract information from databases, design rights, trade secrets, rights of confidence, and all forms of protection of a similar nature or having similar effect to any of them which may subsist anywhere in the world (whether or not any of them are registered and including applications and the right to make applications for registration of any of them).

Key Personnel means the Client's and Supplier's Key Personnel (if any) as shown in the Proposal.

Liability means all liabilities (contingent, prospective and actual), losses, damages, costs and expenses (including any legal costs and expenses) of whatever description.

Moral Rights means any moral rights including the rights described in Article 6 of the *Berne Convention for Protection of Literary and Artistic Works 1886* (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute (including the *Copyright Act 1968* (Cth)) or any other law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world.

Obligation means anything a Party is required to do under statute or a contract with a third-party.

Out of Scope means work that the Client would like the Supplier to perform because it is not described in a Scope of Work or a Deliverable and is deemed to be an Additional Service.

Proposal means a document issued by the Supplier that these Terms of Service are annexed to that sets out, where appropriate the:

- (a) Engagement Model;
- (b) Deliverables;
- (c) Fees;
- (d) Term; and
- (e) Services.

Rates means the Supplier's standard hourly rates that apply to any work agreed to be completed by the Supplier's Key Personnel for the Client that is not contained in the Proposal because it is Out of Scope.

Service means the specific services the Supplier and its Key Personnel are to provide to the Client as set out in a Proposal, including the Deliverables as agreed.

Service IP means Intellectual Property which comes into existence as a result of the Supplier or its Key Personnel providing Services to the Client pursuant to this Agreement.

Scope of Work refers to the work described in an Engagement Model offered by the Supplier that outlines the anticipated tasks, Deliverables, anticipated timelines and estimated Fees as described in a Proposal.

Special Conditions refers to any conditions that are described in a Proposal which overwrite or supersede those in the Proposal or this Agreement to the extent of any inconsistency.

Supplier means A1CRM. **Retainer** refers to an Engagement Model offered by the Supplier where the Client pays a fixed amount in advance to secure the Supplier's availability for a specified period.

Party means either the Client or the Supplier and Parties means both of them.

Prepaid Support Plan refers to an Engagement Model offered by the Supplier where the Client purchases a fixed number of hours to be used for support in advance at the rates specified by the Supplier in its Proposal.

Prepaid Support Hours means a block of support hours purchased by the Client from the Supplier in advance as specified in a Proposal.

Term means the period of time that the terms and conditions contained in this Agreement and any Proposal are to operate for after the Commencement Date.

Termination Date means the date that the rights and obligations of the Parties have been discharged by performance or the expiry of the Term.

1.2 Interpretation

In this Agreement a reference to:

- (a) one (1) gender includes the others;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a person includes a body corporate;
- (d) a document or instrument includes the document or instrumented as novated, altered, supplemented or replaced from time to time;
- (e) a Party includes the Party's executors, administrators, successors and permitted assigns;
- (f) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
- (g) an amount of money is an amount in Australian dollars (\$AUD);

- (h) time means "standard time" within the meaning of the *Standard Time Act 1894* (Qld);
- (i) a schedule refers to a schedule contained in this Deed;
- (j) including and similar expressions are not words of limitation;
- (k) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (l) headings are for convenience only and do not form part of this Deed or affect its interpretation;
- (m) where a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day; and
- (n) a provision of this Deed must not be construed to the disadvantage of a Party merely because that Party was responsible for its preparation or the inclusion of the provision in it.

Operative part

2. Commencement, Term and Scope

2.1 Commencement

The terms and conditions contained in this Agreement commence on the Commencement Date and continue for the Term unless otherwise agreed in writing by the Parties.

2.2 Term

This Agreement continues for the Term unless terminated according to the provisions contained in clause 11 or the Parties agree to the terms contained in another Proposal.

2.3 Scope of Agreement

The terms and conditions contained in this Agreement apply to the Services to be provided by the Supplier during the Term, as described in the Proposal.

2.4 Prevalence of documents

In the event of any inconsistency between this Agreement, the Proposal and any Special Conditions:

- (a) the Special Conditions prevail over both any inconsistent terms in the Proposal and this Agreement to the extent of any inconsistency;
- (b) the terms in a Proposal prevail over this Agreement to the extent of any inconsistency; and
- (c) any inconsistent provisions is modified in favour of the prevailing clause all other provisions of this Agreement will remain in full force and effect.

2.5 Obligations of good faith

The Parties undertake to each other to:

- (a) co-operate with each other to enable each Party to comply with its obligations under this Agreement;
- (b) act in good faith towards one another to ensure that the objectives of this Agreement are achieved; and
- (c) provide each other with the fullest possible benefit of this Agreement.

3. Proposal and Engagement Models

3.1 Proposal

The Supplier offers three (3) Engagement Models, as set out in a Proposal:

- (a) Scope of Work;
- (b) Retainer; and
- (c) Prepaid Support Plan.

3.2 Scope of Work

- (a) The Client acknowledges that any Scope of Work and any Deliverables provided in the Proposal, or otherwise supplied, is an estimate only based on the information available at the time.
- (b) The Supplier may modify the Scope of Work as reasonably required to meet technical, operational or business needs and will Notify the Client in writing of any material change and its impact on Fees, timelines and Deliverables.
- (c) The Client accepts that the Supplier is not liable for any changes to the final Scope of Work arising from changing requirements, unforeseen circumstances or matters outside the Supplier's control, unless otherwise agreed in writing.

3.3 Retainer

- (a) The Retainer is non-refundable and must be applied towards the agreed Services, unless otherwise expressly agreed in writing by the Parties.
- (b) Notwithstanding clause (a), the Parties may, on a case-by-case basis, agree in writing to vary the application or refund of the Retainer. Any such variation must be documented and signed by both Parties to be effective.

3.4 Prepaid Support Plan

- (a) Prepaid Support Hours are only available for use between 8:30AM to 5:30PM (AEST), Monday to Friday, unless otherwise agreed in writing by the Parties.

- (b) Prepaid Support Hours are valid for twelve (12) months from the date of purchase (**Validity Period**), are non-transferable, and are non-refundable unless otherwise agreed in writing by the Parties.
- (c) Any unused Prepaid Support Hours will expire at the end of the Validity Period and cannot be carried forward.
- (d) Prepaid Support Hours are recorded and consumed in fifteen (15) minute increments (**Block**), with any portion of a Block rounded up to the next full fifteen (15) minutes.

4. Services

4.1 Delivery

In providing the Services, the Supplier agrees to:

- (a) deliver the Services during standard business hours;
- (b) use its best efforts not to interfere with any of the Client's activities and those of its employees, officers or agents;
- (c) be aware of, comply with, and ensure that its Key Personnel comply with:
 - (i) all applicable laws regulations, industrial awards and agreements, including all applicable safety, health and environment laws and regulations;
 - (ii) any Obligations required to be complied with because of the business of the Client as communicated by the Client from time to time;
 - (iii) any organisational policies relating to the operation of the business of the Client as advised to the Supplier and its Key Personnel from time to time;
 - (iv) any safety, health and environment guidelines, rules and procedures reasonably provided to the Supplier by the Client;
 - (v) all the Client's rules and regulations affecting the security, entry and exit control, traffic control and similar matters in and around the site where the Services are to be completed; and
 - (vi) all reasonable directions and orders given by the Client's Key Personnel.

4.2 Variation

- (a) Either Party may request a review of the Fee at any time for any reason by giving written notice to the other Party.
- (b) On receipt of a request for variation, the Parties agree to use their best endeavours to negotiate and agree upon any proposed variation to the Fee.

4.3 Key Personnel

- (a) The Supplier agrees:
 - (i) to provide the Client with at least four (4) weeks' written notice of the appointment or removal of Key Personnel; and
 - (ii) to ensure that any Key Personnel have consented to a criminal record and financial history check and that information is provided to the Client prior to providing any of the Services as Key Personnel;
 - (iii) if requested, to provide the Client with an undertaking executed by each of its Key Personnel that they agree to be bound by the terms of this Agreement; and
 - (iv) that it will ensure that its Key Personnel will dedicate sufficient time to, and prioritise, the Services to be provided to the Client.
- (b) The Client agrees:
 - (i) to provide the Supplier with at least four (4) weeks' written notice of the appointment or removal of Key Personnel; and
 - (ii) to ensure that any Key Personnel have consented to a criminal record and financial history check and that information is provided to the Supplier as soon as reasonably practicable;
 - (iii) if requested, to provide the Supplier with an undertaking executed by each of its Key Personnel that they agree to be bound by the terms of this Agreement; and
 - (iv) that it will ensure that its Key Personnel will dedicate sufficient time to, and prioritise, the Services to be provided by the Supplier.

4.4 Expenses

The Client must reimburse the Supplier for all Expenses reasonably and properly incurred by it in delivering the Services, provided that such Expenses are brought to the Client's attention prior to being incurred by the Supplier.

4.5 GST

If any GST applies to any supply made under this Agreement, the Party making the supply (**Supplier**) may:

- (a) in addition to any consideration (whether money or otherwise) payable elsewhere in this Agreement; and
- (b) subject to issuing a valid tax invoice or other documents or things required for the Party receiving the supply (**Recipient**) to apply for an input tax credit to the Recipient,

recover from the Recipient an additional amount on account of GST, calculated by multiplying the consideration payable by the Recipient by the then current rate of GST.

4.6 Invoicing and payment

- (a) At the commencement of each month during the Term, the Supplier:
 - (i) may provide the Client with a tax invoice for the amount of the Fee for Services provided in the previous calendar month; and
 - (ii) may (at its sole discretion) elect to waive any or part of the Fee.
- (b) All invoices submitted by the Supplier for payment must contain:
 - (i) a description of the Services provided in sufficient detail for the Client to satisfy itself that the work has been completed; and
 - (ii) details of any expenses which reimbursement is sought and the details of where those expenses were approved.
- (c) The Client will pay all validly rendered invoices after the expiry of the Credit except where the Client:
 - (i) disputes the amount of the invoice, in which case:
 - (A) the undisputed part of the invoice will be paid and the balance disputed; and
 - (B) if the resolution of the dispute determines that the Client is to pay an amount to the Supplier, it will pay that amount on resolution of that dispute.
- (d) The Client may reduce any payment due to the Supplier under this clause by any amount for which the Supplier is liable to the Client, including costs, charges, damages and expenses.

5. Additional Services

If the Client requests in writing, the Supplier may provide Additional Services over and above those described in a Proposal provided that:

- (a) the Additional Services are delivered on the terms of this Agreement, unless agreed otherwise in writing between the Parties; and
- (b) the Supplier may make an additional reasonable charge for providing such Additional Services as communicated in the terms of a further Proposal.

6. Intellectual Property ownership

- (a) Each Party owns its own Background IP;

- (b) The Client grants the Supplier the right to use its Background IP in providing the Services and completing the Deliverables during the Term;
- (c) If the Supplier's Background IP is embodied in the Deliverables:
 - (i) the Supplier grants the Client an exclusive, non-transferable license to use it solely for the purposes of receiving the benefit of the Deliverables as described in a Proposal.
- (d) The Supplier explicitly and irrevocably retains all Service IP.

7. Client undertakings

7.1 Non-solicitation by the Client

- (a) During the Term of this Agreement and for twenty-four (24) months after its Termination or expiration, the Client will not, directly or indirectly, solicit, entice or engage any employee, contractor or Key Personnel of the Supplier.
- (b) If it is established that the Client breaches clause 7.1(a) it will pay the Supplier a 'finder's fee' equal to:
 - (i) twenty percent (**20%**) of the annual remuneration for employees; or
 - (ii) ten percent (**10%**) of the total contract value for contractor,as a genuine pre-estimate of loss (liquidated damages) likely suffered, payable within thirty (30) days of the engagement.
- (c) If any part of this clause is found unenforceable, illegal, or invalid, its duration, scope, or extent will be reduced to the maximum permitted by law, and the remainder of the clause will remain in full force.

7.2 Signatory capacity

- (a) The Client warrants that the nominated signatory has full authority to bind the Client and that this Agreement is legal, valid and binding.
- (b) The Client is required to provide evidence of the signatory's authority as soon as reasonably practicable after being asked by the Supplier.

8. Third party products and license

8.1 Product limitations

- (a) The Supplier makes no representation or warranty regarding:
 - (i) the functionality, performance or availability of any third party products; or
 - (ii) any limitations, restrictions or failures of third party products or their APIs.

- (b) The Supplier will not be liable for any loss, delay or failure arising from the use of third party products or APIs, including but not limited to:
 - (i) outages;
 - (ii) rate limits;
 - (iii) structural restrictions; or
 - (iv) changes to such products or APIs,except to the extent the loss, delay or failure arises from the Supplier's fraud or gross negligence.
- (c) At the Client's written request, the Supplier will conduct a comprehensive analysis of the recommended third party products capabilities against the Client's stated requirements. The analysis will be performed at the Client's cost and based solely on the information available at the time of the request.
- (d) The Client acknowledges that the Supplier's ability to deliver the Services may be affected by third party limitations and that the Supplier cannot guarantee any specific functionality or outcome.

8.2 Third party licenses

- (a) Any licenses for third party applications referenced in the Proposal (**3rd Party License**) are entered into exclusively between the Client and the applicable third party provider.
- (b) The Client acknowledges and agrees that all rights, obligations, warranties and liabilities under any 3rd Party License are solely those of the Client and the third party provider.
- (c) The Supplier is not, and will not be deemed to be, a party to any 3rd Party License and will have no responsibility, liability or obligations whatsoever, whether direct, indirect, consequential or otherwise, arising from or in connection with any 3rd Party License.
- (d) The Client indemnifies and holds harmless the Supplier from and against any and all claims, losses, damages, costs or expenses (including legal fees) arising from or in connection with any 3rd Party License, including any claim brought by a third party provider.

9. Confidentiality

9.1 Application of this clause

- (a) During the Term, the Supplier and its Key Personnel will be provided with, and have access to, the Clients Confidential Information.

- (b) The Supplier and its Key Personnel must keep the Clients Confidential Information strictly confidential and not disclose it to anyone except for the purposes of providing Services to the Client.

9.2 Acknowledgement

The Supplier acknowledges:

- (a) that the Client owns all rights, title and interest in its Confidential Information; and
- (b) the Client's Confidential Information has been developed or acquired by the Client at significant time and expense and is valuable to the Client; and
- (c) accordingly, the Supplier agrees to the obligations of confidence provided under clause 9.

9.3 Obligations of confidentiality to be observed by the Supplier

The Supplier undertakes to the Client that it will:

- (a) not directly, or indirectly, disclose, use, copy, transfer, transmit or remove (or attempt to do any of these things) any part of the Client's Confidential Information for any purpose other than the performance of the Services that are the focus of this Agreement, or in any manner which may cause or be calculated to cause injury or loss to the Client;
- (b) take all action necessary to:
 - (i) maintain the confidentiality of the Client's Confidential Information and to secure the Client's Confidential Information against theft, loss, or unauthorised disclosure;
 - (ii) assist the Client to enforce the confidentiality of the Client's Confidential Information, including to diligently prosecute any actual or threatened breach of such confidentiality;
- (c) require any persons including its Key Personnel who require access to the Client's Confidential Information to enter into a written agreement with the Client to preserve the Confidential Information as confidential prior to providing any such persons with access to any of the Client's Confidential Information.

9.4 Obligations on termination

On the expiration or termination of this Agreement, or at the Client's request, the Supplier and its Key Personnel must:

- (a) deliver to the Client all Confidential Information in the possession of the Supplier and not retain any copies of it;
- (b) following the delivery of the Confidential Information to the Client, the Supplier must permanently erase all of the Client's Confidential Information from all electronic storage devices within the Supplier's possession and control, provided that the Client does not have any Liability

for loss of data stored in any electronic storage device which occurs as a result of the erasure of the Client's Confidential Information; and

- (c) ensure that its Key Personnel have taken all reasonable steps to protect the Client's systems.

9.5 **No licence**

Unless otherwise provided in this Agreement, this clause 9 does not grant or confer on the Supplier any proprietary rights, licences or other rights in the Client's Confidential Information.

9.6 **Notification of breach**

The Supplier must immediately notify the Client upon becoming aware of any breach of any provision of this clause 9.

10. **Data privacy**

In providing the Services to the Client, the Supplier and its nominated Key Personnel must:

- (a) take all reasonable steps to comply with the obligations contained in the *Privacy Act 1988* (Cth) and any further or other similar laws by which the Supplier is bound or which the Client notifies that it must be bound (**Privacy Law**);
- (b) take all reasonable steps to ensure that any Personal Information collected by the Supplier on behalf of the Client is protected against misuse and loss, or unauthorised access, modification or disclosure, including not disclosing any Personal Information to a third party without the Client's prior written consent; and
- (c) during and after the Term of this Agreement, not do anything with the Personal Information that would cause the Client to breach any Privacy Law, and co-operate with the Client to resolve any complaint against the Client made under any Privacy Law.

11. **Termination**

11.1 **Procedure**

Subject to any express provision in a Proposal this Agreement may be terminated by:

- (a) the Client providing one (1) calendar months' notice in writing; or
- (b) the expiry of the Term; or
- (c) by agreement between the Parties.

11.2 **Automatic termination**

Subject to the Ipso Facto provisions contained in the *Corporation Act 2001* (Cth) this Agreement will automatically terminate if either Party is the subject of an Insolvency Event.

11.3 Termination for breach

Either Party may terminate this Agreement if the other Party has breached an essential term:

- (a) in a way which is incapable of being remedied; or
- (b) in a way which is capable of being remedied, and:
 - (i) the first Party has given the other Party notice specifying the breach and demanding the breach be rectified within five (5) business days; and
 - (ii) the breach has not been rectified within five (5) business days.

11.4 Effect of termination

Termination does not affect any rights accrued by either Party under this Agreement prior to the date of termination.

12. Indemnity

12.1 Supplier indemnification

The Supplier indemnifies the Client against all:

- (a) Liabilities which the Client suffers; and
- (b) Claims made by any third party against the Client;

in relation to, by reason of, or in connection with:

- (c) a matter which constitutes, or in circumstances that constitute, a breach of, or inaccuracy in any of the Supplier's warranties, undertaking or representations in this Agreement; or
- (d) any failure of the Supplier to comply with the terms of this Agreement.

12.2 Client indemnification

- (a) The Client will indemnify and keep the Supplier fully indemnified from and against any losses whether direct or consequential (including without limitation any economic loss or loss of profits or goodwill) of whatever nature and in whichever jurisdiction, which may be sustained, instituted, made or alleged against or suffered by the Company and which arise (whether directly or indirectly) out of, or in the course of or in connection with one or more of the following:
 - (i) any breach or non-performance by the Client of any of its undertakings, warranties or obligations; or
 - (ii) any breach of an essential term of this Agreement;

- (iii) any unpaid Fees and all legal costs paid towards recovering them incurred by the Supplier on a full indemnity basis; any negligent action omission or default, misconduct or fraud of the Client or any of its Key Personnel employees, agents servants, or independent contractors.

12.3 Client's Obligations

In order to claim an indemnity under this clause, either Party must:

- (a) notify the other as soon as reasonably practicable after becoming aware of anything which is, or may be reasonably likely to give rise to a Claim by the affected Party under this clause and thereafter keep the other Party informed of developments in the matters that gave rise to it;
- (b) take all reasonable steps to minimise, mitigate, or avoid Claims either:
 - (i) suffered by either Party; or
 - (ii) the subject of a Claim by a third party against a Party; and
- (c) not settle, compromise or enter into an arrangement regarding any Claim brought by or Liability incurred to, a third party against a Party without the prior written consent of the other Party, such consent will not be unreasonably withheld, but it may be provided with conditions.

13. Limitation of liability

13.1 Exclusion of liability

Any loss or damage which is or may be suffered by the Client in connection with the use of Services or the Deliverables is expressly disclaimed by the Supplier. The Supplier limits its liability for breach of a warranty under this Agreement, or for a breach of a condition or warranty it cannot lawfully exclude to the extent permitted by law, and is fair and reasonable for it to do so, to:

- (a) resupplying the Services;
- (b) the amount of the Fees paid by the Client for the Supplier to complete the Services; or
- (c) paying the amount paid to the Supplier for one (1) year, whichever is the lesser.

14. General provisions

(a) Assignment

The Client may assign any of its rights and obligations under this Agreement by notifying the Client of such an assignment. The Client may not assign its rights under this Agreement without the prior written consent of the Supplier that may be granted or withheld in the Supplier's complete discretion and, if granted, may be subject to conditions.

(b) **Counterparts**

This Agreement may be executed by the Parties in any number of identical counterparts. Each counterpart is deemed to be validly executed if it is signed by a Party and sent by electronic mail to the other Party. It comes into effect when all identical counterparts have been validly executed. For executing this Agreement or any document required by it, the Parties agree that any signature is valid, and the document is validly executed if it is produced by an electronic communication as provided by the *Electronic Transactions Act 2001* (Qld).

(c) **Entire agreement**

This document contains the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements and understandings except as otherwise provided herein.

(d) **No merger**

The rights and or obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

(e) **Prevalence of documents**

Any Special Conditions contained in a Proposal prevail over any inconsistent term in this Agreement. If there is any conflict between the provision of this Agreement and those in the Proposal the provisions of this Agreement prevail.

(f) **Severance**

If anything in this Agreement is unenforceable, illegal, or void then it is severed, and the rest of this Agreement remains in full force and effect.

(g) **Survival**

Any clause which is expressed to survive, or which by its nature is intended to survive termination of this Agreement, survives termination including clauses **Error! Reference source not found.**, 6, 9, 10, 12, 13 and this clause 14(g).


(h) **Variation**


An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.



(i) **Waiver**



A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing and signed by the Party giving it.

Executed by the Parties:

| | | | |
|--|---|---|--|
| Signed by A1CRM Australia Pty Ltd ACN 640 510 in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth): | |  | |
| Signature | Who states that they are the sole company director and sole company secretary | | |
| Brian Wolstenholme | | | |
| Director | Date signed | | |

| | | |
|---|---|--|
| <p>Executed by {OSName} {OSACN} in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth):</p> |  | <p>Who states that they are the sole company director and sole company secretary</p> |
| <p>Signature</p> | | |
| <p>{OSDirFirst01}{if: {OSDirMiddle01}} {OSDirLast01}</p> | | |
| <p>{OSDirTitle01}</p> | | <p>Date signed</p> |

| | |
|--|--|
| Executed by {OSName} {OSACN} in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth): | |
| <div> <div>sign here</div> <div></div> </div> | <div> <div>sign here</div> <div></div> </div> |
| <div>Date signed</div> | <div>Date signed</div> |
| <div>Signature</div> | <div>Signature</div> |
| <div> {OSDirFirst①}{if: {OSDirMiddle①}}{OSDirLast①} </div> | <div> {OSDirFirst②}{if: {OSDirMiddle②}}{OSDirLast②} </div> |
| <div> {OSDirTitle①} </div> | <div> {OSDirTitle②} </div> |

| | |
|--|--|
| Signed for {OSName} {OSACN} by an Authorised Officer in the presence of: | |
| <div> <div>sign here</div> <div></div> </div> | <div> <div>sign here</div> <div></div> </div> |
| <div>Date signed</div> | <div>Date signed</div> |
| <div>Signature of witness</div> | <div>Signature of officer</div> |
| <div> Name of witness (print) </div> | <div> Office held by Authorised officer </div> |