MASTER TERMS AND CONDITIONS



Simple iD Pty Ltd (trading as Cloud Made Simple)

MASTER TERMS AND CONDITIONS

Effective as of 1st November 2026

Applicability: These Master Terms and Conditions ("Terms") govern the provision of all Managed Services, Professional Services, and Cloud Services provided by Simple iD Pty Ltd (trading as Cloud Made Simple) ("Supplier") to any entity or individual ("Customer") that orders or receives such services. By signing a Statement of Work, accepting a Proposal, or continuing to use the Services after being notified of these Terms, the Customer agrees to be bound by them.

1 Definitions and interpretation

1.1 In these terms and conditions:

"Associated Agreement" means:

(a) any agreement or statement of work or statement of supply that is entered into between the parties which is made pursuant to these terms and conditions (for example by referencing that it is made under these Master Terms and Conditions) and may include by way of example only a 'Managed Services Agreement' or 'Statement of Work - Managed Services', and/or 'Cloud Supply Agreement' or 'Statement of Supply - Cloud Supply'; and

(b) any additional terms and conditions (including by way of example only the 'Professional Services Terms and Conditions') together with:

i. the relevant order, proposal, statement of work or other document that is accepted and agreed by the Customer in the manner required under those additional terms and conditions; or

ii. a request by the Customer of a type which is anticipated and not out of scope in any way under those terms and conditions and which is accepted by the Supplier in the manner required under those additional terms and conditions (including a request that is not required to be in writing where applicable under those additional terms and conditions, such as a request that is a "Small Task" under the Professional Services Terms and Conditions),

which are expressed as being subject to these Master Terms and Conditions.

"Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

"Confidential Information" means any information disclosed in confidence to one party by the other party including without limitation the Customer Data, whether of a business, financial, technical or non-technical nature or otherwise and whether existing in hard copy form, electronically or otherwise but does not include any information which is:

(a) on receipt by the recipient party, in the public domain or which subsequently enters the public domain without any breach of the Contract;

(b) on receipt by the recipient party, already known by that party (otherwise than as a result of disclosure by the other party);

(c) at any time after the date of receipt by the recipient party, received in good faith by the recipient party from a third party;

(d) required by law to be disclosed by the recipient party;

"Consequential Loss" means any loss which does not arise naturally or in the ordinary course of things from a breach and any of the following, however arising and in any case, even if the loss is reasonably contemplated by the parties at the commencement of the applicable Associated Agreement as a likely result of breach of that Associated Agreement:

(a) incidental, special, remote or unforeseeable loss or damage;

(b) loss of revenue, profit, income, opportunity, use, business, contract, goodwill, or anticipated savings, loss caused by business interruption, but excluding loss of any amounts that would, but for the act or omission of a party, have otherwise been payable under the applicable Associated Agreement;

(c) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or

(d) loss or damage of the nature set out above in paragraphs (a) to (c) (inclusive) that is incurred or suffered by a third party;

"Contract" means these terms and conditions and the relevant Associated Agreement;

"Customer" means the legal entity or individual specified in the relevant Associated Agreement (such as a Statement of Work, Proposal, or Quote) that is purchasing Products, Deliverables, or Services from the Supplier.

"Customer AI Tools" means any artificial intelligence or machine learning system, agent, assistant, model, copilot, automation, plug-in, connector, or protocol integration (including any Model Context Protocol (MCP) server or client) that is procured, licensed, deployed, configured, enabled, prompted or operated by or on behalf of the Customer, other than a tool deployed and managed by the Supplier under an Associated Agreement;

"Customer AI-Generated Code" means any application, script, integration, workflow, automation, API connection, configuration or other code or artefact that has been generated or materially assisted by an artificial intelligence tool, and which is deployed, executed or

connected to the Customer's environment or data by or on behalf of the Customer, other than code produced by the Supplier under an Associated Agreement;

"Customer Data" means the Customer's data including all text, sound, video or image files and the Customer's software and includes Personal Information;

"Data Protection Laws" means the Privacy Act and includes any and all other applicable laws relating to Personal Information (including data security, protection, privacy or the processing of Personal Information);

"Force Majeure Event" means any war, riot, third party strike, pandemic, civil emergency, natural disaster or other circumstance of a similar nature that is outside of the control of the affected party;

"GST" has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"Incident" means any fault, outage, degradation, error, unauthorised access, data loss or other event affecting the Customer's environment or the Products, Deliverables and Services;

"Intellectual Property" means copyright, patents, designs, trademarks, trade names, goodwill rights, trade secrets, confidential information and any other intellectual proprietary right or form of intellectual property;

"Personal Information" means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

(a) whether the information or opinion is true or not; and

(b) whether the information or opinion is recorded in a material form or not,

and includes any other information that is 'personal information', 'personal data', or similar terms under applicable Data Protection Laws;

"Privacy Act" means the *Privacy Act 1988* (Cth);

"Products, Deliverables and Services" means the products, deliverables and/or services provided under an Associated Agreement, as described in the relevant Associated Agreement;

"Security Essentials" means the mandatory minimum security configurations, software, hardware, and policies that the Customer is required to implement and maintain as a condition of receiving the Services, as notified by the Supplier from time to time.

"Services" means the Products, Deliverables and Services;

"Working Day" means a day other than a Saturday, Sunday or public holiday

Interpretation

(a) In these terms and conditions, reference to the plural includes reference to the singular, and vice versa.

(b) Headings inserted in these terms and conditions are for convenience of reference only and do not affect the interpretation of these terms and conditions.

(c) Reference to any legislation includes any statutory modification or re-enactment of that Act for the time being in force.

2 Term

2.1 Each Contract will commence on the date specified in the relevant Associated Agreement or if not specified will commence on the date that the Associated Agreement is signed by both parties, or in the case of Associated Agreements that require the signature of the Customer only on the date of signing by the Customer, or in the case of terms and conditions which are accepted and not signed by the Customer on the date of that acceptance.

2.2 Each Contract will, subject to the parties' rights of earlier termination, continue:

(a) for the term specified in the relevant Associated Agreement;

(b) or if no term is specified, until terminated in accordance with the relevant Associated Agreement or under the termination provisions in these terms and conditions.

3 Order of precedence

3.1 If there is any conflict or inconsistency between these terms and conditions and an Associated Agreement, the following order of precedence applies to the extent of that conflict or inconsistency (listed below in order of high to low priority):

(a) each Associated Agreement (with the order of priority of the parts of each Associated Agreement being as described in the relevant Associated Agreement);

(b) these terms and conditions.

4 Products, Deliverables and Services

4.1 The Supplier will provide Products, Deliverables and Services (as applicable) to the Customer:

(a) in accordance with each Associated Agreement;

(b) using reasonable care and skill;

(c) using people who have the necessary skills and experience; and

(d) in accordance with all applicable laws.

4.2 If the Customer requests services which are not covered by an existing Associated Agreement, the Supplier will issue a draft of the relevant Associated Agreement to the Customer for review and acceptance or signing (as applicable). Nothing in these terms

and conditions commits the Supplier to providing products or services unless an applicable Associated Agreement is agreed and signed by both parties, or accepted by the Customer in writing or signed by the Customer (as applicable).

4.3 The Customer will:

(a) only use the Products, Deliverables and Services, for lawful purposes and not for fraudulent, illegal or destructive purposes;

(b) adhere to any specific requirements or restrictions in respect of the Products, Deliverables and Services included or referenced in an Associated Agreement;

(c) not sell, re-sell, or otherwise provide the Products, Deliverables and Services to any third party unless such selling, re-selling, or provision is expressly permitted or anticipated in the relevant Associated Agreement;

(d) not allow the Products, Deliverables or Services to be affected by any virus or destructive media, or use the Products, Deliverables or Services in any way which is intended to be, or is, detrimental to:

i. the use of those Products, Deliverables or Services by other customers of the Supplier or other users; or
ii. the systems utilised to provide the Products, Deliverables and Services.

5 Customer's obligations

5.1 Without limiting the Customer's obligations under any Associated Agreement, the Customer will:

(a) where required to provide data to the Supplier, provide that data in a format suitable for import and otherwise as reasonably requested by the Supplier;

(b) where the Supplier's personnel will attend on site at the Customer's premises:

i. provide a suitable and safe work environment for the Supplier's personnel while on site in accordance with all applicable health and safety legislation;
ii. maintain suitable public liability insurance policies that include coverage for the Supplier's personnel while they are at the Customer's site; and
iii. indemnify the Supplier, to the extent permitted by law, against any and all claims, loss or damages, including legal costs on an indemnity basis, arising from or in connection with any illness, injury or death of any of the Supplier's personnel while at the Customer's site in connection with providing the Products, Deliverables and Services, except to the extent that illness, injury or death was caused by the negligence or wilful act of that Supplier personnel;

(c) meet all of the Customer's obligations as specified in these terms and conditions and in each Associated Agreement;

(d) except and to the extent that the Supplier is providing relevant backup services under an Associated Agreement or under another written agreement between the parties:

i. undertake frequent and adequate backups of the Customer's data; and
ii. ensure that backups are always completed, as well as ensuring the backups are secure and checking that they can be successfully restored;

(e) make available to the Supplier in a timely manner (and in accordance with any timeframes which the Customer has agreed to) all assistance (including availability of relevant personnel), permissions (including permissions from any relevant third parties), information, facilities and access to systems reasonably required by the Supplier; and

(f) follow the Supplier's reasonable directions.

(g) **Minimum Security Standards:** The Customer agrees to implement and maintain the minimum security standards and configurations recommended by the Supplier as mandatory for the receipt of the Services (Security Essentials). The Customer acknowledges that these standards may change over time to address emerging threats, and the Customer agrees to adopt such changes within a reasonable timeframe upon notification by the Supplier.

5A Customer AI Tools and AI-Generated Code

5A.1 **Out of scope.** Unless expressly stated in an Associated Agreement, the Products, Deliverables and Services do not include the support, maintenance, monitoring, troubleshooting, security, remediation or management of:

(a) Customer AI Tools; or

(b) Customer AI-Generated Code,

including any Incident caused by, arising from, or contributed to by either of them, whether wholly or in part.

5A.2 **Best-efforts assistance.** Where the Customer requests assistance with an Incident falling within clause 5A.1, the Supplier may, at its sole discretion, attempt to assist. Any such assistance is:

(a) provided on a best-efforts basis only, with no guarantee, warranty or representation that the Incident will be diagnosed, resolved or worked around;

(b) excluded from any service level, response time, resolution time or availability commitment in any Associated Agreement; and

(c) chargeable as Professional Services at the Supplier's then-current hourly rates, in addition to and regardless of any fixed-fee, "all-inclusive" or "unlimited" pricing in any Associated Agreement.

5A.3 **Time spent on diagnosis.** Where the Supplier reasonably determines, following investigation, that an Incident was caused by or contributed to by Customer AI Tools or Customer AI-Generated Code, all time reasonably spent by the Supplier investigating, triaging, diagnosing and remediating that Incident is chargeable under clause 5A.2(c), including time incurred before the cause was identified.

5A.4 **Customer responsibilities.** The Customer is solely responsible for the selection, security, licensing, permissioning, testing, quality, documentation, ongoing operation and output of its Customer AI Tools and Customer AI-Generated Code, and warrants that it will:

(a) not grant any Customer AI Tool access, credentials, API keys, tokens or permissions to any system, tenancy, data or service managed by the Supplier without the Supplier's prior written approval;

(b) notify the Supplier before deploying any Customer AI-Generated Code that connects to, modifies, or depends on any system managed by the Supplier;

(c) ensure all such tools and code comply with the Security Essentials and with clause 4.3; and

(d) maintain its own backups, version control and rollback capability for such code.

5A.5 **Release from liability.** To the extent permitted by law, and without limiting clause 15, the Supplier is released from all liability for any Incident, loss, damage, data loss, data disclosure, system unavailability, cost or expense caused by or arising from Customer AI Tools or Customer AI-Generated Code, including where the Supplier has provided best-efforts assistance under clause 5A.2. The Supplier gives no warranty or guarantee as to the accuracy, security, fitness for purpose or continued operation of Customer AI Tools or Customer AI-Generated Code.

5A.6 **Suspension and disconnection.** Where the Supplier reasonably considers that a Customer AI Tool or any Customer AI-Generated Code presents a security, stability, data protection or compliance risk to the Customer's environment, the Supplier's own systems, or other customers of the Supplier, the Supplier may disable, disconnect, block or revoke the access of that tool or code, and/or suspend the provision of the affected Services, on notice to the Customer (or, where the risk is immediate, as soon as practical afterwards).

5A.7 **Indemnity.** Clause 15.4 applies to any claim, action or proceeding brought against the Supplier arising out of the Customer's use of Customer AI Tools or Customer AI-Generated Code.

6 Pricing and payment

6.1 Each Associated Agreement will specify the basis of the Supplier's charges for the relevant supply of Products, Deliverables and Services and the Supplier will invoice the Customer accordingly. All amounts specified in an Associated Agreement are exclusive of any taxes unless expressly specified otherwise.

6.2 If GST is payable in respect of a supply made under or in relation to an Associated Agreement, the Customer must pay to the Supplier, an amount equal to the GST payable on the supply ('GST Amount'). The GST Amount is payable by the Customer in addition to and at the same time as any consideration for the supply.

6.3 Unless otherwise specified in an Associated Agreement, all invoices issued by the Supplier are due for payment by the Customer within 14 days of the invoice.

6.4 All reasonable accommodation, travel and other expenses incurred in providing Products, Deliverables and Services to the Customer will be charged to the Customer provided that such expenses are identified and agreed in advance. Expenses will be invoiced on a monthly basis by the Supplier.

6.5 Subject to clause 6.6, the Customer must pay all invoices in full without set-off or deduction of any kind.

6.6 If the Customer wishes to dispute an invoice, it must notify the Supplier in writing within 14 days of the date of the invoice and provide details of the dispute. The Customer may withhold payment of the disputed part of an invoice only and must pay that part (or any amount subsequently agreed or determined to be the correct amount owing) promptly on resolution of the dispute.

6.7 Without limiting any other remedies available to the Supplier for late payment or failure to pay any amount due, if any amount due is not paid by the Customer by the due date, the Supplier may:

(a) charge the Customer interest at the rate of 1.5% per month, calculated daily as simple interest, on the balance of the amount due by the Customer from the due date until payment is received in full by the Supplier; and/or

(b) charge the Customer all collection costs reasonably incurred by the Supplier in collection of the amount outstanding (including solicitor and/or collection agency fees); and/or

(c) on 5 Working Days' notice in writing, suspend delivery of further Products, Deliverables and Services under the relevant Contract and/or any other Contract and/or may suspend delivery of services or deliverables under any other agreement between the Supplier and the Customer until the outstanding amount is paid in full.

6.8 Unless otherwise specified in the relevant Associated Agreement:

(a) the Supplier may increase its pricing from time to time but not more often than once every 12 months;

(b) the Supplier will give the Customer one month's notice in writing of any price increase.

6.9 **Remediation Costs:** Where an Incident or security breach arises from the Customer's failure to implement or maintain the Security Essentials, or is caused by or contributed to (wholly or in part) by any Customer AI Tools or Customer AI-Generated Code (as further set out in clause 5A), any services provided by the Supplier to investigate, remediate, or recover from that Incident will be charged as Professional Services at the Supplier's then-current hourly rates, regardless of any fixed-fee, "all-inclusive" or "unlimited" pricing in an Associated Agreement.

7 Taxes

7.1 In addition to the amounts due under clause 6, the Customer will pay the Supplier amounts equal to any applicable government taxes or duties however designated, based on the relevant Contract (or the Products, Deliverables and/or Services provided under it), paid or payable by the Supplier in respect of the foregoing, exclusive however of taxes based on the Supplier's income.

8 Customer Data

8.1 The Customer will:

(a) provide and make Customer Data available to the Supplier only to the extent required for the purposes of the relevant Contract;

(b) where practical, and particularly in the case of Personal Information, obfuscate Customer Data prior to providing or making the Customer Data available to the Supplier.

8.2 Subject to clause 8.3, the Supplier will access the Customer Data only as required in the performance of the relevant Contract.

8.3 Without limiting clause 9 or clause 10.2, the Supplier will only access the Customer Data and disclose the Customer Data to law enforcement or government authorities to the extent required by law. If a request for Customer Data is made by a law enforcement agency or government authority (whether directly to the Supplier or through Microsoft or a third party vendor), the Supplier will redirect the request to the Customer or if redirection is not permitted or feasible in the available time frame and unless legally prohibited from doing so, the Supplier will notify the Customer of the request as soon as practically possible.

8.4 The Customer warrants that the Customer has the right and authority to deal with the Customer Data in the manner contemplated by the relevant Contract.

8.5 Nothing in a Contract transfers ownership of the Customer Data to the Supplier.

8.6 The Customer acknowledges and agrees that the Supplier may utilise Artificial Intelligence (AI) tools and technologies to assist in the provision of the Products, Deliverables and Services, provided that such use is consistent with the Supplier's

confidentiality obligations under clause 10. The Customer's own use of artificial intelligence tools and AI-generated code is governed by clause 5A.

9 Personal Information

9.1 Before providing Personal Information to the Supplier, the Customer will obtain all required consents from third parties (including the Customer's contacts, partners, distributors, administrators, and employees) to that Personal Information being made available to the Supplier and used as anticipated by the relevant Contract.

9.2 Each party will comply with the applicable Data Protection Laws in respect of any breach of privacy.

10 Confidential Information

10.1 Each party agrees to:

(a) hold in confidence all Confidential Information disclosed to it by the other party and disclose that information to its directors, employees and contractors only to the extent required in the performance of the Contract;

(b) ensure that all Confidential Information is protected at all times from unauthorised access or use by, or disclosure to, any third party or misuse, damage or destruction by any person.

10.2 A party may disclose the other party's Confidential Information if and to the extent required by law if it first notifies the other party of the obligation to disclose the Confidential Information, provided that a party is not required to notify the other party under this clause if it is not legally permitted to do so or if the timing within which the party is required by law to disclose the Confidential Information does not permit notification to the other party.

11 Intellectual property

11.1 The Supplier or its licensors own the Intellectual Property in the means, methods, processes and know-how used by the Supplier to provide the Products, Deliverables and Services and to otherwise perform the Supplier's obligations under the Associated Agreements.

11.2 The provisions relating to Intellectual Property ownership in relation to particular Products, Deliverables and Services are included in the relevant Associated Agreement.

12 Warranties

12.1 Each party warrants that it has all requisite right, power and authority to enter into each Contract.

12.2 Except as provided under clause 12.1 and in any express warranties contained in an Associated Agreement, to the extent permitted by law, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for

purpose and merchantability) implied by legislation or otherwise, are excluded by the Supplier.

12.3 The Supplier provides no warranty or guarantee:

(a) that any result or objective not specified in an Associated Agreement can or will be achieved or attained through the provision of the Products, Deliverables and Services;

(b) as to the suitability of the Products, Deliverables and Services for any purpose other than that specified in an Associated Agreement, which the Supplier may interpret, and apply using its experience, skill and judgment, to provide the Services; or

(c) as to the accuracy, security, fitness for purpose or continued operation of any Customer AI Tools or Customer AI-Generated Code (as further set out in clause 5A).

12.4 **Cybersecurity Acknowledgement** The Customer acknowledges that: (a) the Supplier will use reasonable care and skill to implement security measures where agreed in an Associated Agreement; (b) the Supplier does not guarantee that the Products, Deliverables or Services will be immune from cyber-attacks, unauthorized access, ransomware, or other security breaches; (c) the Supplier is not responsible for the Customer's internal security policies or the acts or omissions of the Customer's own users; and (d) the Supplier is not responsible for the security, operation or output of any Customer AI Tools or Customer AI-Generated Code, as set out in clause 5A.

12.5 Nothing in these terms and conditions is intended to exclude, restrict or modify an applicable consumer guarantee under the Australian Consumer Law.

13 Termination of Contracts

13.1 Except where a Contract has a fixed term or where otherwise provided under a Contract, either party may terminate a Contract at any time without cause on giving thirty days' notice in writing to the other party.

13.2 Either party may terminate a Contract immediately (or with effect from any later date that it may nominate) by written notice to the other party if:

(a) one or more Insolvency Events occurs in relation to that other party but only if permitted by and/or in accordance with the *Corporations Act 2001* (Cth). For the purposes of this clause, 'Insolvency Event' means, in respect of a party (other than for the purpose of solvent reconstruction or amalgamation):

i. a receiver, manager or liquidator is appointed over the party's undertaking or assets or the party enters into any assignment, composition or arrangement with its creditors; or
ii. the party is unable to pay its debts when due or is deemed unable to pay its debts under any law or suspends payment to its creditors.

(b) the other party commits a material breach of any of its obligations under the Contract and fails to remedy that breach within 30 days of prior written notice of such breach. For the purposes of this clause 13.2 (b), non-payment by the Customer for a period of 30 days or more after due date of any undisputed invoice constitutes a material breach by the Customer.

13.3 Additional rights of termination that apply to individual Associated Agreements may be included in each of those agreements.

14 Consequences of termination

14.1 On termination of a Contract, in addition to any other consequences of termination included in the relevant Associated Agreement, and unless otherwise agreed in writing in the relevant Associated Agreement, and without limiting either party's rights or remedies:

(a) each party will, on request, return the other's Confidential Information in its possession or control in respect of that Contract except for copies that it may be required to hold for compliance, audit or legal reasons;

(b) all amounts owed to the Supplier under the Contract which accrued before termination, and any amounts payable for the remainder of any fixed term specified in an Associated Agreement (unless the termination is due to the Supplier's material breach), will be due and payable;

(c) the Supplier will deliver to the Customer all Deliverables for which the Customer has paid in full.

14.2 On any termination of a Contract, all clauses which by their nature survive termination, will survive the termination.

15 Liability and indemnity

15.1 To the extent permitted by law and subject to clause 15.3, the Supplier's liability under a Contract is limited to direct loss only, to the amount paid by the Customer under the relevant Contract in the 3 months preceding the event giving rise to the claim.

15.2 To the extent permitted by law and subject to clause 15.3, in no event is the Supplier liable for any indirect loss or for any loss of profits, lost savings, loss of data, business interruption, incidental or special damages, or for any Consequential Loss. In addition, the Supplier is not liable for any damages claimed by the Customer based on any third party claim, including, but not limited to, any claim in negligence. In no event is the Supplier liable for any damages caused (whether directly or indirectly) by the Customer not accepting or not acting on a recommendation made to the Customer in writing by the Supplier or by the Customer's failure to perform its responsibilities under the relevant Contract. In no event is the Supplier liable for any Incident, loss or damage caused by or arising from Customer AI Tools or Customer AI-Generated Code, as further set out in clause 5A.5.

15.3 If a consumer guarantee applies to a Contract or goods or services provided by the Supplier and the Supplier is liable for a breach of that guarantee, then to the extent permitted by law, the Supplier's liability is limited, at the Supplier's option:

(a) in the case of goods, to the replacement or repair of the goods; or the supply of equivalent goods; or the cost of replacing or repair of the goods; or the cost of acquiring equivalent goods; and

(b) in the case of services, to the resupply of those services or the cost of resupply,

and the Customer acknowledges and agrees that having regard to the commercial terms for the provisions of the goods and or services it is fair and reasonable for the Supplier to rely on the above limitations and that without the benefit of the limitations, among other things, the charges would be higher.

15.4 The Customer indemnifies the Supplier against any costs (including legal costs on a solicitor and own client basis, all and any court costs and witness fees and related legal expenses), expenses, claims, demands or liability whether direct, indirect or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of, and must at the Supplier's request, and subject to clause 15.5 and any reasonable conditions imposed at the Supplier's discretion, at the Customer's own cost defend or settle, any claim, action or proceedings brought against the Supplier in connection with:

(a) use of any Product, Deliverables and Services otherwise than in accordance with the relevant Contract; or

(b) a breach by the Customer of any Contract.

15.5 If the Supplier wishes to rely on an indemnity under clause 15.4, the Supplier:

(a) must ensure that the Customer is notified promptly in writing of the relevant claim, action or proceedings ("Claim") once it becomes aware of the Claim;

(b) will make no admission of liability regarding the Claim nor any offers of settlement regarding the Claim without the Customer's written approval;

(c) may, at its discretion, grant control of the defence or settlement to the Customer;

(d) will, where the Supplier has granted control of the defence or settlement negotiations to the Customer:

i. co-operate reasonably with the Customer in defending or settling the Claim and make its employees available to give statements, advice and evidence, as the Customer may reasonably request, all at the expense of the Customer; and
ii. give the Customer sufficient authority and relevant information in its possession or control in order to assist the Customer to conduct the

defence of the Claim and all negotiations for its settlement or compromise.

15.6 **Security Waiver:** If the Customer declines, disables, or fails to implement any aspect of the Supplier's mandated Security Essentials (including but not limited to Multi-Factor Authentication, Endpoint Detection & Response, or patch management): (a) The Customer assumes all risk associated with that refusal; (b) The Supplier is released from any liability for security breaches, data loss, or system unavailability resulting from or related to that refusal; and (c) The Supplier reserves the right to suspend the provision of Services if the Customer's refusal presents a security risk to the Supplier's own systems or other customers.

16 Dispute Resolution

16.1 In the event of any dispute arising between the parties in relation to a Contract, no party may commence any proceedings relating to the dispute (except where the party seeks urgent injunctive or interlocutory relief) unless that party has complied with the procedures in this clause 16.

16.2 The party initiating the dispute ("the first party") must provide written notice of the dispute to the other party ("the other party") and nominate in that notice the first party's representative for the negotiations. The other party must within fourteen days of receipt of the notice, give written notice to the first party naming its representative for the negotiations ("Other Party's Notice"). Each nominated representative will have authority to settle or resolve the dispute. The parties will co-operate with each other and endeavour to resolve the dispute through discussion and negotiation.

16.3 If the parties are unable to resolve the dispute by discussion and negotiation within 14 days of receipt of the written notice from the first party, either party may refer the dispute to mediation.

16.4 If the dispute is referred to mediation, the mediation must be conducted in terms of the Resolution Institute Australia Standard Mediation Agreement. The mediation must be conducted by a mediator and at a fee agreed by the parties. Failing agreement being reached between the parties as to the mediator and/or fee within three weeks of the dispute being referred to mediation, the mediator will be appointed by and his/her fee determined by the Law Society of the state or territory in which the Supplier is domiciled.

16.5 If the dispute is not resolved within two months following the date of the Other Party's Notice (or such longer period as may be agreed in writing by the parties), either party may utilise any other legal remedies available to it in seeking to resolve the dispute.

17 Non-Solicitation

17.1 Neither party will, without the written consent of the other party, solicit, employ, or otherwise engage the services of, the other party's personnel (including employees and contractors) who has been involved in providing or receiving (as applicable) the Product, Deliverables and Services. This clause will apply from commencement of the first Contract between the parties and will continue until there has been no Contract between the parties for a continuous period of six months (and if there is

subsequently a Contract between the parties the non-solicitation period will re-commence).

17.2 A party may as a condition of granting its consent under clause 17.1 above, require the other party to pay to it a fee of 35% of the person's gross annual remuneration to cover the cost of replacing the employee or contractor.

18 Notices

18.1 Any notice or other communication in connection with a Contract must be:

(a) marked for the attention of the primary contact person and delivered or sent to the address of the other party by prepaid post or email, as set out in the relevant Associated Agreement.

18.2 Notices or other communications are deemed received:

(a) if delivered by hand, on delivery;

(b) if delivered by post:

i. on the fifth Working Day following posting if sent and received within Australia; and
ii. on the tenth day following posting if posted internationally; or

(c) if sent by email, on sending the email provided that no email is successfully sent if the sender receives any type of delivery notification failure.

19 Force majeure

19.1 Either party may suspend its obligations to perform under a Contract if it is unable to perform as a direct result of a Force Majeure Event. Any such suspension of performance must be limited to the period during which the Force Majeure Event continues.

19.2 Where a party's obligations have been suspended pursuant to clause 19.1 for a period of 30 days or more, the other party may immediately terminate the Contract by giving notice in writing to the other party.

20 General

20.1 Assignment:

(a) Subject to clause 20.1(b), neither the Customer nor the Supplier is permitted to assign its rights under a Contract without the prior written consent of the other party.

(b) The Supplier may, without the consent of the Customer, assign its rights under a Contract to an assignee that it reasonably considers has the personnel, skills, experience and resources to perform the Contract. The Supplier will notify the Customer of any assignment made pursuant to this clause 20.1(b) prior to the assignment unless it is not permitted to do so in

which case it will notify the Customer as soon as practical following the assignment.

20.2 Contractors: The Supplier may perform its obligations under a Contract by the use of the Supplier-selected independent contractors.

20.3 Other agreements: Subject to clauses 10 and 11, nothing in these terms and conditions prevents the Supplier from entering into similar agreements with others that are the same or similar to any Contract entered into with the Customer or from providing products, deliverables or services which are the same or similar to the Products, Deliverables or Services provided under a Contract.

20.4 Entire agreement: Each Contract constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of that Contract.

20.5 Further assurances: The parties must each do all such further acts (and sign any documents), as may be necessary or desirable for effecting the transactions contemplated by the Contract.

20.6 Amendments: Except as specifically provided in a Contract or in clause 20.7, no amendment to a Contract will be effective unless:

(a) the amendment is in writing and signed by both parties (if the relevant Associated Agreement was signed by both parties):

(b) the amendment is in writing and signed by the Customer (if the relevant Associated Agreement was such that only the Customer needed to sign the Associated Agreement; or

(c) the amendment is in writing and accepted in the same manner that, in accordance with the Associated Agreement, the Associated Agreement was made.

20.7 Variation of these terms and conditions: The Supplier may vary these terms and conditions from time to time by giving the Customer at least 30 days' notice in writing (which may be given by email) of the varied terms and conditions and the date on which they take effect. If the Customer does not agree to the varied terms and conditions, the Customer must notify the Supplier in writing before that date, in which case: (a) the parties will discuss the Customer's concerns in good faith; and (b) if the parties have not reached agreement within 30 days of the Customer's notice, the Customer may terminate the affected Contract by giving the Supplier 30 days' written notice, without having to pay any amounts for the remainder of a fixed term under clause 14.1(b), and the terms and conditions in force immediately before the variation will continue to apply to that Contract until the termination takes effect. If the Customer does not notify the Supplier before the date on which the varied terms and conditions take effect, the Customer is taken to have accepted them and they will apply to each existing and future Contract from that date. A variation under this clause 20.7 does not change the charges, term or scope of any Associated Agreement, which

may only be changed in accordance with the relevant Associated Agreement, clause 6.8 or clause 20.6.

20.8 Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other available right or remedy.

20.9 Partial invalidity: If any provision of a Contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

20.10 Relationship of the Parties: The parties agree that the Supplier is an independent contractor to the Customer and that nothing in these terms and conditions or any Contract constitutes a partnership, joint venture or relationship of employer and employee between the parties. Neither party may:

(a) act or hold itself out as an agent or representative of the other party; or

(b) assume or create any obligations on behalf of the other party.

21 Governing Law

21.1 Each Contract is governed by the laws of Victoria, Australia. The parties hereby submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.