

TERMS & CONDITIONS

Recitals

A The Client has requested the Contractor provide the Services to the Client

B The Contractor has agreed to provide the Services to the Client upon and subject to the following terms and conditions.

The parties agree as follows:

1. Definitions

Agreement means this document, including any schedule or annexure to it.

Agreement Date means the date of commencement of this Agreement as specified in the Agreement Details.

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where an act is to be performed or a payment is to be made.

Business Requirements Document ("BRD") means the document that defines the business requirements of the client and forms the basis of the Statement of Work.

Change means a variation to the requirements as set out in the BRD, including variations to the Services, software, workflow or business rules.

Change Control Procedure means the change control procedure set out in clause 8.

Change Request ("CR") means the request for a Change made in accordance with clause 8.3.

Charges means the prices/charges payable by the Client to the Contractor as specified in Schedule 2: Fee Schedule, as amended from time to time.

Commencement Date means the date set out in Schedule 1: Statement of Work

Confidential Information includes, but is not limited to information:

- (a) relating to the business, property, affairs, officers, methods, processes, technologies, research of a party or a Client (including their clients);
- (b) which the parties know or ought to know is confidential; or
- (c) which is identified as such, but excludes information which:
 - (d) is publicly available;
 - (e) is obtained from a third party without breach of any obligation of confidentiality; or
 - (f) was already in the possession of a party prior to disclosure pursuant to this Agreement and is not subject to any obligation of confidentiality.

Contractor Material means policies, procedures, specifications, code, scripts, applications, tools, templates and any associated documentation owned or licensed by the Contractor.

Client means the recipient of the Services under this Agreement, including those described in Schedule 1: Statement of Work

Intellectual Property Rights includes any:

- (a) copyright;
- (b) design, patent, trademark, semiconductor, circuit layout or plant breeder rights, (whether registered, unregistered or applied for);
- (c) trade, business, company or domain name;
- (d) know how, inventions, processes, confidential information (whether in writing or recorded in any form); and
- (e) any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields.

Related Bodies Corporate has the same meaning as in Sections 9 and 50 of the Corporations Act 2001. Companies may be Related Bodies Corporate notwithstanding that they were not so, or were not in existence, at the date of this Agreement.

Renewal Term means the period specified in the Agreement Details or the Term if it is unspecified.

Services means the services specified in Schedule 1: Statement of Work

Term means the term specified in the Agreement Details

2. General Terms and Conditions

2. TERM

2.1 The initial term of this Agreement is defined on page 14 as Term and will commence on the Agreement Date on page 14 ("Initial Term") subject to renewal and termination clauses under this agreement.

3. RENEWAL

3.1 The agreement shall be automatically renewed for additional term (each a "Renewal Term") unless either party gives written notice of termination no less than ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

4. THE SERVICES

4.1 The Contractor shall grant to Client a limited, nonexclusive, non-transferable license to access and use the Services through an Internet site(s) (the "Website") operated and hosted by FileBound and accessible through the Uniform Resource Locator described above or such other URL designated by FileBound, in consideration for the applicable fees specified in the FileBound price schedule and upon the terms and conditions governing the use of the Website as determined by FileBound.

4.2 From the Commencement Date, the Contractor will commence provisioning configuration of the platform as specified in Schedule 1: Statement of Work

4.3 The Client must perform its obligations specified in Schedule 1: Statement of Work at the times (if any) specified.

4.4 The Contractor will not be responsible or liable for delays, inaccuracies or other consequences caused by failures of hardware, software or errors or omissions of personnel not under the Contractor's control.

5. DELAY

5.1 Where the Contractor's ability to perform an obligation under this Agreement is delayed due to events or circumstances beyond its control (**Delay**):

- (1) the time for performance of the Contractor's obligation is extended for a period equal to the time it will reasonably take the Contractor to perform its obligation as a result of the Delay;
- (2) to the extent that the Delay is due to the acts or omissions of the Client or Incumbent Supplier, the Client must reimburse the Contractor for any costs incurred by the Contractor which would not have been incurred by the Contractor but for the Delay.

6. Charges

6.1 The Client shall pay the Charges quantified in accordance with Schedule 2: Fee Schedule.

6.2 The Client will pay the Contractor any amount due under this Agreement, without set-off or deduction, within 30 calendar days of receipt of a valid tax invoice from the Contractor.

6.3 Services provided will be charged to the Client (in advance) on the 1st day of each month for services provided in that month. This excludes services not covered under the managed services contract which shall be charged as defined in their relevant Change Controls, BRD, Statement Of Works or quotations.

6.4 Only payment of the full amount due under an invoice will be deemed discharge of the invoice. Where a lesser amount is paid such amount will be treated as a partial payment and without prejudice to Contractor's right to recover the balance of the amount stated in the invoice or to pursue any other remedy.

6.5 If the Client disputes whether it is obliged to pay any amount specified in an invoice ("**Disputed Amount**"), the Client must pay the Disputed Amount by the due date pending resolution of the dispute under clause 27. If as a result of the resolution of the dispute under clause 27, it is agreed that the Client is not liable for the Disputed Amount or a part of it, but the Client has already paid the amount, then the Contractor must provide a credit for the full amount of the agreed amount.

6.6 Upon written demand from the Contractor, the Client will pay interest on any invoiced amount not paid by the due date calculated on the daily balance of so much of the invoiced amount that remains unpaid at the rate of 2% per annum above the 30 day Bank Bill Swap Reference Rate published in the Australian Financial Review on the first Business Day after the date 30 days after receipt of the invoice. The Contractor may apply any subsequent payment from the Client first to payment of interest and then to payment of any invoiced amount.

7. GST

7.1 In this clause:

- (1) "GST" means the GST as defined in the A New Tax System (Goods and Services Tax) Act 1999; and
- (2) words used in this clause which have a defined meaning in A New Tax System (Goods and Services Tax) Act 1999 and associated acts and legislative instruments (collectively, "GST Law") have the same meaning as in the GST Law, unless the context otherwise requires.

7.2 Unless expressly included, the consideration for any supply made under or in connection with this Agreement excludes GST. The GST amount payable on any taxable supply provided under or in connection with this Agreement must be paid by the recipient of the supply to the supplier at the same time as any payment of consideration referable to the supply.

7.3 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this Agreement.

7.4 If either party (**Claiming Party**) is entitled under this Agreement to be paid, reimbursed or indemnified by the other party (**Reimbursing Party**) for an amount, cost or expense received or incurred by the other party in connection with this agreement and the Claiming Party may claim an input tax credit in relation to the GST component of that amount, cost or expense, then:

- (1) the Claiming Party must calculate the amount claimed from the Reimbursing Party net of any GST component of the amount, cost or expense, to which net amount GST will then be added; and
- (2) the Reimbursing Party must pay the net amount and GST on that net amount.

8. CHANGE CONTROL

8.1 A variation to this Agreement, including variations to the Services, Client Software, Client Infrastructure or other requirement may only be made in accordance with the procedure set out in this clause (**Change Control Procedure**).

8.2 Changes are of no force and effect and are not binding upon the parties unless made by written instrument and agreed and executed by the parties in accordance with this clause.

8.3 Either party may request a Change at any time by submitting a Change Request to the other party.

8.4 A Change Request will contain the following minimum details:

- (1) the name of the party making the request for or recommendation of the Change;
- (2) the reason for the Change;
- (3) the nature of the Change; and
- (4) the impact of the Change on the Charges, including implementation or ongoing charges.

8.5 If the Client and the Contractor accept a proposed Change:

- (1) the parties must sign the Change Request (which will include any agreed amendments);
- (2) the Contractor will implement a single or multiple Change Requests using the Change Control mechanism. The Change Control document will outline all CR's being implemented, as well as any testing, training or commercial factors that are involved in its implementation.
- (3) this Agreement will be deemed to be amended to include the terms of the Change Control on the date specified in the Change Control or, where no such date is specified, on the date the Change Control is signed by both parties; and
- (4) the parties must comply with their respective obligations specified in the Change Control.

8.6 Where the Contractor recommends a Change which is rejected by the Client, the Contractor will not be liable for any failure by it to perform its obligations under this Agreement where such failure could reasonably have been avoided by the recommended Change.

9. VOLUME VARIATION

9.1 Where the volume or quantity of the Services exceeds the specified levels for two consecutive months:

- (1) the Contractor will advise the Client; and
- (2) the Charges may be modified by agreement in writing between the parties to include the increased volumes.
- (3) The Contractor is only obliged to process the volumes specified in the Statement of Works.

10. TERMINATION

10.1 Either party may terminate this Agreement at any time by providing the other party with 90 business days' written notice of its intention to do so.

10.2 A party (**Terminating Party**) may immediately terminate this Agreement in whole or in part, upon written notice to the other party (**Defaulting Party**) if:

- (1) the Defaulting Party breaches this Agreement and, where the breach is capable of being remedied, fails to use all reasonable endeavours to remedy the breach within 20 Business Days of notice in writing by the Terminating Party specifying the breach;
- (2) the Defaulting Party breaches this Agreement and, where the breach is not capable of being remedied, fails to use all reasonable endeavours to reinstate the positions of the parties as far as is possible and give an undertaking to use its reasonable endeavours to prevent a recurrence of the breach;
- (3) the Defaulting Party becomes an externally-administered body corporate under the *Corporations Act 2001*;
- (4) steps are taken by any person towards making the Defaulting Party an externally-administered body corporate;
- (5) a controller (as defined in section 9 of the *Corporations Act 2001*) is appointed to any of the property of the Defaulting Party or any steps are taken for the appointment of a controller; or
- (6) the Defaulting Party is taken to have failed to comply with a statutory demand within the meaning of the *Corporations Act 2001*.

11. EARLY TERMINATION

11.1 Where this Agreement is terminated by either party pursuant to clause 10.21 the following provisions will apply:

- (1) If this Agreement is terminated early, the Client must pay to the Contractor on written demand any unpaid charges that would have been payable for the remainder of the Agreement period at the then current rates for the original or varied agreement period
- (2) In the event of early termination at any stage, if a third party service (e.g. internet service, data links) has been provided as part of the Agreement, the Client remains responsible for the ongoing payment of the service to the third party provider for the balance of the original or varied Agreement period.

12. TRANSITION-OUT

12.1 At the expiration or termination of this Agreement for any reason, if requested by the Client, the Contractor will co-operate with the hand-over of the performance of the Services to the Client or a third party nominated by the Client (**Transition-Out Assistance**).

12.2 Transition-Out Assistance is limited to:

- (1) migrating the work of the Contractor to another services provider or the Client itself;
- (2) ensuring the availability of the Contractor's personnel to provide advice and assistance; and
- (3) providing any other reasonable assistance.

12.3 The Client may request Transition-Out Assistance:

- (1) no later than 3 months prior to expiry of the Term or any Renewal Term; and
- (2) at any time within 20 Business Days after the service of a termination notice under clause 10.21.

12.4 Charges associated with the provision of Transition-Out Assistance will be paid by the Client at the Service Rates or as otherwise agreed between the parties.

12.5 The Contractor is required to provide the Transition-Out Assistance for a maximum period of 90 Business Days after the expiration or termination of this Agreement. Charges associated will be paid by the Client at the Service Rates or as otherwise agreed between the parties.

13. PERSONNEL

13.1 A party to this Agreement must not for the duration of this Agreement and for a period of 12 months following the termination or expiration of this Agreement solicit for employment either directly or indirectly any current employee or contractor of the other party who was at any time during the Term or a Renewal Term (as the case may be) engaged in the supply or receipt of the Services.

13.2 For each breach of clause 13.1, the breaching party agrees to pay the other party an amount equal to 6 months' remuneration of the relevant employee or contractor as compensation and a genuine pre-estimate of the loss that party will suffer as a result of a breach of clause 13.1.

13.3 Both parties expressly agree that the period and sum specified in this clause 13 are reasonable restraints against soliciting employees

and contractors of the other party and that it is reasonable compensation for the loss the other party will suffer as a result of the loss of the services of its employees and contractors (as the case may be) and the cost of engaging replacements.

14. CONFIDENTIALITY

14.1 Each party must:

- (1) use Confidential Information solely for the purposes of this Agreement;
- (2) maintain and take all steps necessary to maintain all Confidential Information in confidence;
- (3) take all reasonable precautions necessary to prevent accidental disclosure of any of the Confidential Information;
- (4) not disclose any of the Confidential Information to any person other than those of its employees, officers, contractors, assignees and agents who are reasonably required to receive the Confidential Information for the purposes of this Agreement and who undertake to keep the Confidential Information confidential in accordance with this Agreement;
- (5) comply with all statutes and regulatory requirements of the Commonwealth of Australia and its States and Territories that relate to privacy or use and disclosure of information;
- (6) return or destroy all Confidential Information belonging to the other party or any its Clients immediately upon request by the other party or, if not earlier requested, on termination of this Agreement.

14.2 It is not a breach of this clause 14 for either party to disclose Confidential Information which it is obliged by law or the rules of a stock exchange to disclose to the person to whom it is disclosed.

14.3 The parties acknowledge that:

- (1) the Confidential Information is at all times the property of the party disclosing it;
- (2) monetary damages would not be a sufficient remedy for a breach of this clause 14; and
- (3) in addition to any other remedy which may be available in law or equity, a party is entitled to interim, interlocutory and permanent injunctions or any of them to prevent breach of this clause 14 and to compel specific performance of it.

14.4 It is not a breach of this clause 15 for either party to disclose Confidential Information to a Client for the purposes of this Agreement.

15. PROPRIETARY RIGHTS

15.1 Subject to this clause 16, any Intellectual Property Rights in any Contractor Material provided to the Client during the course of this Agreement or otherwise used in the provision of the Services (including Transition-In Services) will at all times remain vested in the Contractor.

15.2 Where in the course of providing the Services the Contractor supplies material licensed by a third party, Intellectual Property Rights in such material remain vested in that third party. The Client acknowledges that title in such material remains with the third party licensor and the Client must use such materials strictly in accordance with the third party licensor's licence agreement.

15.3 Ownership of all existing and future Intellectual Property Rights created or arising as a result of the Contractor's performance of its obligations under this Agreement will vest in the Contractor. To the extent that such Intellectual Property Rights do not automatically vest in the Contractor, the Client assigns to the Contractor absolutely and beneficially the whole of its rights, title and interest in and to those Intellectual Property Rights. However, to the extent that the Contractor is engaged under this Agreement to produce deliverables for the exclusive use of the Client from materials created by the Contractor for that purpose, the Contractor will assign its rights, title and interest in and to the Intellectual Property Rights in those deliverables to the Client upon termination of this Agreement and payment of all Charges payable under it.

15.4 For the duration of this Agreement and during the Transition-Out Assistance, the Contractor grants to the Client a non-transferrable, revocable, royalty-free, non-exclusive licence to use the Contractor Material for the purpose for which it is supplied. The licence granted under this clause 15.4 does not include the right to sublicense without the Contractor's prior written consent.

15.5 The Client will not permit any Contractor Material be disclosed to or used by any third party (excluding Related Bodies Corporate of the Client and a Client, when the disclosure is for the purposes of this Agreement), without the prior written consent of the Contractor. The Contractor will not unreasonably withhold such consent.

16. LIAISON AND DECISION

16.1 Each party will appoint a contract manager to act as that party's representative to manage liaison and decision-making under this Agreement.

16.2 The parties acknowledge that key elements in the Contractor's successful rendering of the Services include:

- (1) the continuing and effective co-operation and liaison between the Contractor and the Client; and
- (2) prompt Client executive decisions as required in respect of matters relating to the Contractor's performance of its obligations.

17. WARRANTIES

17.1 Each party represents and warrants to the other that:

- (1) it has full power and authorisation to enter into and perform its obligations under this Agreement;
- (2) its obligations under this Agreement are valid and binding and enforceable in accordance with their terms;
- (3) this Agreement and the transactions contemplated by it do not contravene its constituent documents or any law or regulation; and
- (4) unless it notifies the other party to the contrary, its officers and representatives nominated under this Agreement are its agents, with the authority to act for and on behalf of it in relation to any matter within their authority under this Agreement.

17.2 The Contractor represents and warrants to the Client that the Contractor will:

- (1) render the Services with due care and skill; and
- (2) ensure that the Services supplied will be reasonably fit for the purposes provided for in this Agreement or are of such a nature and quality that might reasonably be expected to achieve the results that are provided for in this Agreement.

18. SECURITY

18.1 During the provision of the or when on the Client's premises, the Contractor's personnel shall be subject to all of the Client's reasonable rules, regulations and security requirements.

18.2 When on the Contractor's premises the Client's personnel shall be subject to all of the Contractor's reasonable rules, regulations and security requirements.

19. INSURANCE

19.1 The Contractor must maintain for the duration of this Agreement:

- (1) public liability insurance of at least \$10,000,000.00 per claim;
- (2) professional indemnity insurance of at least \$5,000,000.00 per claim; and
- (3) workers' compensation insurance in accordance with applicable legislation.

20. DATA PROTECTION

20.1 The Client accepts sole responsibility for the data entered into its business applications, control of its source data, its use of programs, its operating procedures and audit controls, its correctly initiating updating programs and ensuring that access to its security passwords is restricted to the Client's own staff.

20.2 The Client will maintain procedures for the retention of source data for the reconstruction of lost or altered files, data or programs to the extent considered reasonable by the Client. Subject to the other terms of this Agreement, the Contractor shall have no obligation or responsibility with respect to manually re-entering for any reason any of the files, data or program affected by loss or alteration.

21. LIABILITY

21.1 Except as otherwise provided in this Agreement, all express, implied and statutory conditions, representations and warranties, including warranties as to fitness for purpose and merchantability, are excluded to the extent permitted by law. Where legislation implies warranties which cannot be excluded, the Contractor's liability in respect of these implied warranties is limited, at Contractor's option, to:

- (1) the rectification or resupply of the services; or
- (2) the application of a discount, determined by Contractor, to that portion of the services that is subject to the breach of the implied warranty.

21.2 Notwithstanding any other clause in this Agreement, the Contractor's liability to the Client for all claims arising in any way directly or indirectly from this Agreement or any services supplied or required to be supplied under it (and irrespective of whether such claim is based on breach of contract, common law, equity or statutory causes of action) is limited to the following extent:

- (1) the Contractor will not be liable to the Client or any other person for any lost profits, loss of revenue, data loss, damage to goodwill, loss

of opportunity or any incidental, indirect, or consequential loss or damage or any special or exemplary damages, except to the extent the loss or damage resulted from wilful negligence on the part of the Contractor or any of its agents; and

- (2) for all other claims, the Contractor's liability is limited in aggregate of all claims to:
- (a) where this Agreement has been in operation for 12 months or more, the annual equivalent of the average monthly Charges paid by the Client to the Contractor in the 3 months preceding the date the claim arises (excluding any Charges for Transition-In Services); or
 - (b) where this Agreement has been in operation for less than 12 months, 1 x the average monthly Charge accrued over the period the Agreement has been in operation.
- 21.3 The Client acknowledges that the Contractor has set its Charges and entered into this Agreement in reliance on the disclaimers and limitations of liability set out in this Agreement and that these form the essential basis of the bargain reached between the parties. The parties agree that the limitations of liability set out in this Agreement will survive and apply even if any provision of this Agreement is found to have failed its essential purpose.

22. ASSIGNMENT, AGENTS AND CONTRACTORS

22.1 Neither party shall assign or otherwise transfer this Agreement or any of its rights or obligations hereunder whether in whole or in part without the prior written consent of the other.

22.2 The Contractor may engage agents or contractors to perform its obligations under this Agreement but will remain liable for the acts or omissions of such agents or contractors as if they were acts or omissions of the Contractor.

23. FORCE MAJEURE

23.1 Except for payment obligations, neither party shall be liable for any failure or delay in complying with the terms of this Agreement where such failure or delay directly or indirectly results from events beyond its reasonable control ("**Force Majeure Event**"). The frustrated party is to resume its obligations under this Agreement as soon as it reasonably can after the Force Majeure Event ceases.

23.2 If for any reason because of a Force Majeure Event a party is unable to perform any obligation under this Agreement for a period of 60 calendar days the other party may give written notice to that party to forthwith cancel this Agreement.

24. ENTIRE AGREEMENT

24.1 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter.

25. NOTICES

25.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address for notices specified in the Agreement Details. Any such notice may be delivered by hand or by letter or facsimile or electronic mail and shall be deemed to have been received:

- (1) if by hand, when delivered;
- (2) if by letter, 48 hours after posting;
- (3) if by facsimile, when despatched if the sender's facsimile machine generates an acknowledgement that the relevant facsimile was transmitted successfully; and
- (4) if by electronic mail, on the day it is sent unless the sender receives a message that the electronic mail was not delivered to the addressee.

26. NON-WAIVER AND SEVERABILITY

26.1 A delay or failure by either party to exercise any right or a partial or single exercise of any right shall not be deemed to constitute a waiver of any such right or any other rights hereunder. A consent by either party to a breach of an expressed or implied term of this Agreement shall not constitute a consent to any subsequent breach.

26.2 In the event any provision of this Agreement shall not be enforceable, such provision shall:

- (1) where it can be read down so as to give it an enforceable operation of a partial nature, be read down to the minimum extent necessary to achieve that result; or
- (2) in any other case, be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

27. DISPUTE RESOLUTION

27.1 All disputes arising between the parties will be determined in accordance with this clause 27.

27.2 Either party may give notice of a dispute to be dealt with in accordance with this clause 28 by written notice to the other party describing the matter in dispute and invoking the provisions of this clause 28 ("**Notice of Dispute**"). Both parties will meet within 5 business days of the Notice of Dispute being received ("**Notice Date**") to discuss the matter in dispute and will negotiate in good faith to resolve the dispute.

27.3 If after 10 business days following the Notice Date the parties do not resolve the dispute, then the dispute will be referred for resolution to a board member or senior executive of each party with full authority to resolve all disputes arising under or in connection with this Agreement.

27.4 If a dispute is resolved within 14 business days of the Notice Date on the basis that one party will make a payment to the other, the paying party will make the payment within 7 business days after the resolution has been recorded in writing, unless the parties have agreed otherwise.

27.5 If a dispute is not resolved by negotiation as set out above within 14 business days of the Notice Date, then either party may refer the dispute to mediation by written notice to the other party.

27.6 Unless otherwise agreed between parties, the mediation will be conducted in accordance with the Mediation Rules of Law Society of Queensland and the place of mediation will be Brisbane, Queensland. If the parties cannot agree on a mediator, the President of the Law Society of Queensland will appoint one.

27.7 The parties shall bear the cost of the mediation (being the cost of the mediator, any venue costs and other incidental common costs) in equal shares. Each party must pay its own costs of the mediation.

27.8 The parties will continue to perform their obligations under this Agreement without prejudice pending resolution of a dispute.

27.9 This clause 28 does not prevent either party from obtaining any injunctive, declaratory or other relief from a court which may be urgently required.

27.10 Neither party may commence legal proceedings (other than proceedings seeking interlocutory relief) in respect of a dispute until the dispute resolution process set out in this clause 27 is complied with.

28. SURVIVAL

28.1 Any provision of this Agreement which expressly or by implication is said to survive the termination or expiry of this Agreement shall so survive. For avoidance of doubt, the rights and obligations set out in clauses 12, 13, 13, 14, 16, 17.1, 20, 22, 28 and 30 survive the termination or expiry of this Agreement.

29. PRECEDENCE

29.1 In the case of a conflict between the documents which comprise this Agreement, the order of priority is:

- (1) Recitals
- (2) Definitions
- (3) General Terms and Conditions;
- (4) Schedule 1: Statement of Work;

29.2 If any conflict occurs between the provisions of any of the above, the documents lower in the order of precedence must be construed as narrowly as necessary to resolve that conflict. If the conflict is not resolved by reading them down, the conflicting provisions contained in the document lower in the order of precedence are severed from that document. The remaining provisions of that document remain in force to the fullest extent possible.

30. GOVERNING LAW AND JURISDICTION

30.1 This Agreement shall be governed by and construed in accordance with the laws of Queensland and no proceeding in connection with this Agreement shall be taken in a court other than a Queensland court or the Queensland Registry of the Federal Court of Australia. Each party waives any right it may have to claim that those courts are inconvenient forums.

31. INTERPRETATION

31.1 In this Agreement, reference to:

- (1) one gender includes the others;
- (2) the singular includes the plural and to the plural includes the singular;
- (3) a person includes a body corporate;
- (4) a party includes the party's executors, administrators, successors and permitted assigns;

- (5) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (a) that Statutory Provision as amended or re-enacted from time to time;
 - (b) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (c) another regulation or other statutory instrument made or issued under that Statutory Provision;
- (6) money or "\$" is to Australian dollars, unless otherwise stated.
- (7) "Including" and similar expressions are not words of limitation.
- (8) 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.
- (9) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (10) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- (11) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

Schedule 1

Statement of Work

Introduction

This Statement of Work is a summary of the requirements that are defined in the BRD. It also serves to provide indicative costs of additional services that the Client may wish to consume during the Term of the Agreement

Commencement Date

Generally, provisioning will commence 5 business days after the signing of the agreement or as agreed between the parties.

Scope

The scope of the work is limited to the achievement of the business requirements articulated in the BRD. The intended business requirements are listed below and will be finalised by the BRD.

1. Ingestion of scanned documents via WebDAV, FTP or Email
2. Data extraction of index field values from documents classified by Cable Blu as
 - a. Invoices
 - b. Credit Notes
 - c. Delivery Dockets, and
 - d. Statements
3. Automated workflows for invoices with a high level flow as per page 9
4. Automated validation of invoice header data via Premium Data Services
5. Automatically notify suppliers of rejected invoices via email
6. Validation of invoice lines against purchase orders using FileBound platform functionality
7. Validation of Statement lines against approved invoices using FileBound platform functionality
8. Auto calculation of due date based on supplier terms using data provided by the Client
9. Automatic generation of coding for non-stock (recurring) invoices using data provided by the Client

Out of Scope

The following items are specifically identified as being out of scope for this Agreement.

1. API integrations
2. Support of Hardware, Operating Systems or, Networks
3. Adhoc development requests

Timeframes:

The project provisioning and implementation is typically **4 to 12 weeks** from the Agreement Date. This timeframe influenced by a number of variables including complexity, access to key staff, access to IT infrastructure, etc. A project timeline will be provided and updated regularly to inform the Client of project progress.

Client Obligations

The following items are required from the Client:

- Data files related to Accounts Payable process or as required by the workflow
- Sample documents as requested
- Access to staff, contractors or resources to facilitate the successful implementation of this project

These items should be provided within a reasonable timeframe to reduce impact on the project timeline.

Schedule 2 Fee Schedule

Introduction

The following outlines the agreed fees for the provision of the Services as well as agreed fees for other products and services that are defined as part of this agreement.

Upfront fees

Inclusions

1. Contract establishment fee - \$250

Monthly Fees

Inclusions

1. Minimum scanned page volume as defined on page 14
2. Per scanned page fee above minimum as defined on page 14

Other Items

Ad hoc Professional Services - \$1,850 per day

Travel – at cost (economy) per trip

Accommodation – at cost per night

Per Diem - \$90 per day