

Bluebox Solutions

Standard Terms and Conditions

October 2022

1. Agreement Overview

The terms and conditions specified in this document apply to all work and services provided by the Service Provider (Altirrus Pty Ltd trading as Bluebox Solutions) for the Client. In the absence of any separate or supplementary agreement, these terms and conditions will apply to all the services that will be provided to the Client. Additional special terms or conditions can be included within a Work Order Agreement/Contract and will take precedence over and/or supersede any conflicting requirements included in this standard terms and conditions document.

2. Variations to a Work Order Agreement

The Client may request the Service Provider to alter an approved Work Order Agreement via a "Work Order Agreement Variation Request". The Service Provider may agree to the Variation Request with or without conditions which may include requiring the Client to provide more detailed information on the proposed variation and possible additional charges to satisfy the variation request. If the Client does not accept the Service Provider's conditions, the Client may withdraw the Variation Request.

3. Invoicing

The Service Provider will invoice the Client subject to the commercial terms and conditions specified in the Work Order Agreement/Contract.

Invoices will be paid by the Client within 30 days of date of receipt of an undisputed invoice by the Client. The invoices will be emailed to the Client's Accounts Payable department or stated company representative.

For any invoiced amounts not paid within 5 days of the due date, the Service Provider reserves the right to charge interest on the outstanding amount. The rate the Service Provider will charge will be the 90-day bank bill rate, as published by the Reserve Bank of Australia, from the date that payment is due.

If the Client fails to pay invoiced amounts beyond the due date, the Service Provider may cease work.

If the Service Provider chooses to terminate the Work Order Agreement/Contract under this condition, it will not affect the Service Provider's remaining rights under these terms and conditions and or the respective Work Order Agreement/Contract.

4. Government Fees & Charges

All fees and charges payable by the Client are exclusive of any taxes, duties, fees or other government levies or charges which may be imposed on or in connection to the work or services performed. The Client agrees to indemnify the Service Provider in relation to any taxes, duties, fees or other government levies or charges which may be paid by the Service Provider on the Client's behalf.

5. Performance of Work

At all times the Service Provider will exercise diligence and care to perform all work within the agreed timeframes. Any delays in the completion of the Service Provider's work will not discharge the Client's obligation to pay the Service Provider on time. If the Service Provider is unable to complete any work on time as a result of any act or omission, or any breach committed by the Client, the Service Provider may impose an additional charge for the work at the stated project rate for any additional effort required to shelve and restart the project or terminate the Work Order Agreement/Contract.

6. Assistance as Requested

The Client will provide the Service Provider with all reasonable assistance required in a timely manner to perform the Services set out in the Work Order Agreement/Contract including allowing the Service Provider access to the Client's place of business and the Client's equipment as required to perform activities related to the execution of a Work Order Agreement/Contract.

7. Confidentiality and Ownership

7.1 Definition

"Confidential Information" means any information, technical data or know-how related to the products, services, customers, markets, software development, inventions, processes, designs, drawings, engineering, or financial data that is disclosed verbally or in hard copy or electronic format and which is marked or specified by the disclosing party as being "proprietary" or "confidential" at the time of disclosure. Confidential Information does not include any information, technical data or know-how that is available in the public domain prior to or after the information is disclosed.

7.2 Non-Disclosure

The Client and Service Provider each agree not to use the Confidential Information disclosed by the other party for its own use or for any purpose except to carry out discussions concerning and/or the undertaking of any business relationship between the two and/or performing any activities directly related to the scope of an active Work Order Agreement/Contract that has been accepted by the Client.

The recipient of Confidential Information will not disclose such Confidential Information to anyone, including to their employees. However, the recipient of Confidential Information may disclose such information to certain employees who are required to have the information to carry out the contemplated business.

Each party agrees that it will take all reasonable steps to protect the secrecy of and avoid the disclosure or use of Confidential Information of the other in order to prevent it from falling into

the public domain or the possession of unauthorised persons. Each agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention. Non-disclosure is limited to the extent that either party are ordered or required by any competent or authorised legal or government authority to disclose the information.

This non-disclosure agreement (NDA) may be supplemented or superseded by a separate NDA if one is provided by the Client.

7.3 Ownership

All Confidential Information shall remain the exclusive property of the Disclosing Party, and the Recipient shall have no right to use Confidential Information except as required in the delivery of the Work Order Agreement/Contract. No patent, copyright, trademark or other proprietary right or license is conveyed by this Agreement with respect to Confidential Information.

The Client cannot copy, clone, resell or redistribute software or systems developed by the Service Provider without the express permission of the Service Provider.

7.4 Intellectual Property

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of the Service Provider (or its licensors).

The software provided by the Service Provider contains Intellectual Property within source code and associated documentation which the Service Provider regards as providing a competitive advantage by allowing a rapid deployment and low risk as it is based on tried and tested modules. Therefore, the source code of the solutions will remain the property of the Service Provider at all times and will not be provided to the client except in the following circumstances:

7.4.1. The Service Provider and the client have agreed that the source code will be provided, and it is stated as a condition in the proposal/contract.

7.4.2. The Service Provider has been engaged on a Time and Materials basis to provide embedded resources who develop code under the supervision of the client.

7.4.3. Client specific code created solely for the client containing Client Intellectual Property (e.g., formulas and calculations) that does not form part of any Service Provider modules or standard configuration.

Creation of a new product/feature under the work order agreement/contract is assumed to be general in nature and may become part of the standard solutions from the Service Provider at the Service Provider's discretion unless the Client expressly states that the new product/feature contains Client specific Intellectual Property.

7.5 No Reverse Engineering

The Client may not, and the Client agrees not to or enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Service Provider's Software or any services provided by the Service Provider's Software or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or by licensing terms governing use of Open-Sourced Components that may be included with the Software).

7.6 Solution Updates

The Service Provider, at its discretion, may make available future upgrades or updates to the Software for the Client's compatible computer platform. Upgrades and updates, if any, may not

necessarily include all existing software features or new features that the Service Provider releases for newer or other models of computer. As computer hardware and operating systems/browsers evolve, the Service Provider cannot guarantee that updates will continue to support legacy (i.e., not latest version) of computer hardware/software currently in use. The terms of this License will govern any software upgrades or updates provided by the Service Provider that replace and/or supplement the original Software product unless such upgrade or update is accompanied by a separate license in which case the terms of that license will govern.

7.7 Ownership of Data

Title to, and all Intellectual Property Rights in, the Data remain the Client's property. However, the Client's access to the Data is contingent on full payment of the Service Providers licensing fees when due. The Client grants the Service Provider a licence to use, copy, transmit, store, and back-up the Client's information and Data for the purposes of enabling the Client to access and use the Services and for any other purpose related to provision of services to the Client.

7.8 Term

Regardless of the termination of any Work Order Agreement/Contract in relation to the Terms and Conditions stated in this document, the confidentiality obligations herein shall remain in effect indefinitely or until such times as these Terms and Conditions have been superseded.

8. Precedence and Interpretation

The Work Order Agreement/Contract and Standard Terms and Conditions are to be read as "one" and where there is an inconsistency between the Work Order Agreement/Contract and the Standard Terms and Conditions, the Work Order Agreement/Contract shall prevail.

9. Termination

The Client may terminate this Agreement prior to the Expiry Date by:

9.1 providing 30 days' notice in writing to the Service Provider of such termination; and

9.2 paying to the Service Provider all outstanding service fees, and any other outstanding invoices for Additional Services together with the Early Termination Fee based on the following definition:

An early termination of the current Work Order Agreement/Contract will be accepted upon 30 days written notice. An Early Termination Fee of 10% of the remaining value of the current Work Order Agreement/Contract will apply to cover costs associated with the discontinuation of the project services except if the Service Provider fails to undertake agreed work professionally or is negligent. This will result in immediate termination without notice or payment.

The Service Provider may terminate a Work Order Agreement/Contract at any time by providing the Client with 30 days written notice. The Service Provider will perform all duties and functions as set out in the respective Work Order Agreement/Contract up to 30 days after the notice of termination.

Either party may terminate their engagement immediately upon notice to the other party if the other party breaches any clause of these Terms and Conditions and such a breach is not remedied within 7 days of written notice.

10. Goods and Services Tax

In this clause:

“Basic Consideration” means the Consideration to be paid or provided to the Provider for any Taxable Supply under these terms and conditions (other than GST payable pursuant to this clause).

“Consideration” has the meaning which it bears in section 195-1 of the GST Act.

“GST” has the meaning which it bears in the GST Act.

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any legislation substituted for, replacing or amending that Act.

“Provider” means any person who provides a Taxable Supply under these terms and conditions.

“Recipient” means any party who receives a Taxable Supply under these terms and conditions.

“Taxable Supply” has the meaning which it bears in section 195-1 of the GST Act.

“Tax Invoice” has the meaning which it bears in section 195-1 of the GST Act.

If GST is payable on the Basic Consideration or any part thereof, or if the Provider is liable to pay GST in connection with any Taxable Supply provided under these terms and conditions, then the Provider may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and the Recipient shall pay the increased Basic Consideration on the due date for payment by the Recipient of the Basic Consideration.

Where the Basic Consideration is to be increased to account for GST pursuant to this clause, the Provider shall issue a Tax Invoice to the Recipient.

11. Acceptance of Terms and Conditions

These Terms and Conditions are accepted by the Client and the Service Provider in the acceptance of any Work Order Agreement that includes these standard Terms and Conditions as part of the Work Order Agreement acceptance.

12. Provision of Software Services and Solutions

The following terms and conditions pertain only to the provision of software development services and/or the provision of custom built software applications, databases or solutions as specified in an approved and accepted Work Order Agreement.

12.1 Provision of Required Software and Hardware

Unless otherwise specified within the Work Order Agreement, the Client shall be responsible for the purchase of all hardware and third party software licences and maintenance required to enable the Service Provider to perform the Services specified by these terms and conditions.

12.2 Installation of Software Services and Solutions

The Client agrees to provide all reasonable assistance to ensure satisfactory installation, including the provision of necessary personnel and equipment as required.

12.3 Product Acceptance Testing

The Client agrees to complete acceptance testing of all items to be delivered and installed under the Work Order Agreement within the agreed time frame, once confirmation of delivery and installation has been received by the client.

The Client agrees to test the software services and solutions in accordance with the acceptance test specifications which shall be prepared in consultation with the Service Provider.

12.4 Acceptance and Deemed Acceptance of Software Services and Solutions

The Client will be deemed to have accepted all items delivered and installed under the Work Order Agreement if the Client has completed the acceptance testing (or the allocated time for acceptance testing has expired) and such testing did not demonstrate that there is a significant fault or problem which disrupts the normal operation of any delivered item or causes erroneous results (‘Defect’) or if the Client has commenced to use the software in the Client’s business (whichever is the earlier to occur).

The Client cannot deem the software faulty in relation to acceptance testing without first demonstrating that the Client has, in a timely manner, identified to the Service Provider a Defect (including all reasonable particulars of that Defect) and the Defect identified by the Client is within the Work Order Agreement or supplementary Scope of Work and has failed to be corrected.

12.5 Maintenance and Support

Maintenance and support agreements may be entered into as part of a Work Order Agreement as detailed in the Service Providers support plans offered during or after the Work Order has been completed.

Nothing in these terms and conditions obliges the Service Provider to maintain or support the software services and solutions, whether by providing upgrades, enhancements and consulting services or otherwise unless specified within the Work Order Agreement or later added as required.

12.6 Data Integrity and Security

Unless otherwise stated within a Work Order Agreement, it is solely the Client’s responsibility to ensure that the software services and solutions provided are protected at all times from access or use by any person the Client has not authorised for that purpose, and from misuse, damage, or destruction. The Client will be solely responsible for instituting and operating all necessary back-up procedures to ensure that data integrity can be maintained in the event of loss of data for any reason.

13. Warranty

All products or services provided to the Client by the Service Provider under this agreement will be covered by the following warranty:

13.1 Warranty Cover & Period

Any errors or system fault that is confirmed as being caused by any activity conducted by the Service Provider in relation to this agreement that is identified and notified to the Service Provider will be rectified at no additional cost to the Client.

Any confirmed warranty issues raised within 60 days from production deployment of any software, systems or code delivered under this agreement will be covered under this warranty.

13.2 Warranty Limitations

The Service Provider warrants that it will perform the Services with due skill and care. The Service Provider does not, however, warrant the Service Provider’s Services in relation to:

- errors or defects caused by operation of the solution provided by the Service Provider in a manner other than that specified in the Work Order; or
- errors or defects caused by modification, revision, variation, translation or alteration of the solution not authorised by the Service Provider; or
- errors or defects caused by the use of the solution by a person not authorised by the Service Provider or the solution owner; or
- errors caused in whole or in part by the use of computer programs other than the solution; or
- errors caused by incorrect use of the solution; or
- errors caused by an equipment fault.
- errors or outages on the Microsoft Office 365 platform caused by changes Microsoft has chosen to make.

The Service Provider's liability for any breach of a term, condition or warranty is limited to the resupply of the goods or services.

14. Severability

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

15. Rights to Third Parties

A person who is not a party to these Terms has no right to benefit under or to enforce any of these Terms.