

Std Terms & Conditions

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1 DEFINITIONS

- 1.1 In this Agreement, the words detailed hereunder will have the meanings assigned to them unless the context clearly indicates or requires otherwise.
- 1.2 "this Agreement" means this Master Services Agreement, including the cover page of this Agreement;
- 1.3 "Alterations" includes, but is not limited to, the incorporation of components, boards and sub-assemblies which are not supplied by Inasolve, into Products, as well as modifications, repairs, replacements or attempted modifications to Products;
- 1.4 "Attachments" includes, but is not limited to, the connection to Products of any Devices and components, which are not supplied by Inasolve;
- 1.5 "Annexure" means any Annexure to this Agreement;
- 1.6 "Business Day" means any day other than a Saturday, Sunday or a public holiday;
- 1.7 "Business Hours" means between 08:00 and 17:00 on a Business Day;
- 1.8 "Confidential Information" means any information or data which by its nature or content is identifiable as confidential and/or proprietary to the Party disclosing the confidential information ("the Disclosing Party") and/or any third party, or which is provided or disclosed in confidence; and which the Disclosing Party or any person acting on its behalf may disclose or provide to the Party receiving the confidential information ("the Receiving Party") or which may come to the knowledge of the Receiving Party by whatsoever means. Confidential Information does not include information that:
- 1.8.1 is known to or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;
- 1.8.2 is or becomes publicly known, other than pursuant to a breach of its confidentiality undertakings under this Agreement by the Receiving Party;
- 1.8.3 is acquired or developed independently of the Disclosing Party by the Receiving Party other than pursuant to a breach of its confidentiality undertakings under this Agreement by the Receiving Party;
- 1.8.4 is disclosed by the Receiving Party to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulations in force from time to time, provided that the Receiving Party shall advise the Disclosing Party prior to such disclosure to enable the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard, provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and will use its reasonable endeavours to protect the confidentiality of such information to the widest extent possible in the circumstances;
- 1.9 "Consumables" means any commodities that may be depleted or worn out by use and which are intended to be used up and then replaced, including without limitation DAT drives, ink cartridges, backup tapes/cartridges and compact disks;
- 1.10 "Correction", in relation to a Software problem, means the replacement or upgrading of that Software to ensure correct operation as per the user documentation;
- 1.11 "Device" means the hardware Products listed in any Product Schedule hereto;
- 1.12 "Effective Date" means the date reflected in any SLA as the date upon which the Services listed in such SLA will commence;



- 1.13 "Product Schedule" means a Schedule forming part of and referencing an SLA and containing a list of the Products, as amended from time to time, in respect of which the Services and service levels specified in the SLA will apply;
- 1.14 "Firmware" means software code embedded in non-volatile pre-programmed memory present in the system;
- 1.15 "Impact" means the measure of the business criticality of the Service affected.
- 1.16 "Licence Fee" means that amount which is required to be remitted by Inasolve to the Product Manufacturer for the purposes of obtaining maintenance and support from such Product Manufacturer.
- 1.17 "New Release" means a Product Manufacturer released version of the Software that incorporates new features, new functionality and optimisations and may incorporate other changes and improvements and fundamentally means the replacement of the previous installed version;
- 1.18 "Parties" means Inasolve and Client, and "Party" means one or the other of the Parties;
- 1.19 "Priority" means the sequence in which an incident-related Service request will be resolved, in relation to other requests with the same Service Level, based on Impact and Urgency as defined in this Agreement"
- 1.20 "Products" means Devices and Software, where applicable;
- 1.21 "Product Manufacturer" means the vendor and/or manufacturer of Products who supplies Products as well as support of Products to Inasolve in order that Inasolve can supply Products and support at all required levels to Client;
- 1.22 "Product Update" means a revision to Software or related user documentation designed to correct an error in installed versions via service packs, patches, Firmware or other relevant Software as supplied from time to time to Inasolve by the Product Manufacturer;
- 1.23 "Refurbishment" means the state of being restored to its former good condition.
- 1.24 "Response" means after the initial acknowledgement by Inasolve of a fault reported by Client in terms of Annexure A hereto, either:
- 1.24.1 Where onsite Response is not required, and a secure remote connection has been set up to the Client's environment, a Inasolve engineer contacts Client remotely or telephonically and Inasolve or both Parties engage in a proactive review with the intention to resolve the reported issue in line with the business continuity level procured; or
- 1.24.2 A Inasolve engineer physically arrives at Client's site with the intention to resolve the said issue, having been unable to resolve the said issue remotely or telephonically ("Onsite Response");
- 1.25 "Schedule" means any Schedule forming part of an SLA signed by the Parties from time to time and referencing the SLA;
- 1.26 "SLA" means a service level agreement, containing a Schedule or a series of Schedules in respect of related Services, setting out the Services and service levels offered for the Products specified in the Products Schedule thereto, signed by the Parties and referencing this Agreement;
- 1.27 "Services" means the Services contracted for by Client and listed in any SLA hereto in relation to the specified Products, subject to the exclusions in clause 15 ("Exclusions") or in any SLA;
- 1.28 "Software" means the object code version of computer programs described in any SLA hereto and shall include any related documentation. Software also means the Firmware included in the Devices;
- 1.29 "Uptime" shall mean Inasolve's maintenance and support service, which includes support, troubleshooting and resolution services in respect of the Products listed in the Products Schedules attached to the SLAs. The levels of Uptime are defined in the various SLAs.

1.30 "Urgency" means the measure of speed with which the incident needs to be resolved.

2 TERM OF AGREEMENT

2.1 This Agreement will commence on and with effect from the Date of Agreement reflected on the cover page of this Agreement and will continue in effect until terminated according to its terms. Each Party may terminate this Agreement on 30 (thirty) days' written notice.

3 SERVICES

- 3.1 Inasolve will furnish Services to the Client and Client will accept and pay for the Services.
- 3.2 Client may request additional Services under this Agreement. All additional Services are subject to acceptance by Inasolve and will be governed by the terms and conditions of this Agreement and any agreed terms and conditions attached to specific SLAs and signed by both Parties.

4 CHARGES AND PAYMENTS

- 4.1 The charges for Services stated in the SLAs are those in effect on the Effective Date and may be revised during the initial, or any renewal, term of the applicable SLA to Inasolve's prevailing rates in effect from time to time upon 30 (thirty) days' prior written notice to Client, but revision of charges shall not be implemented for periods already paid in advance by Client.
- 4.2 Notwithstanding the provisions of clause 4.1 above, the Services delivered, and the service charges payable, under this Agreement or any SLA shall be reviewed by Inasolve during the 30 (thirty) day period immediately preceding each anniversary of the Effective Date of the applicable SLA. Changes in the service charges payable by the Client in respect of each SLA will become effective on the renewal date of such SLA. Any increases in the service charges payable will be based on but not limited to the Consumer Price Index (CPI) as published by Statistics Australia at the time of renewal of the relevant SLA.
- 4.3 Charges for services not covered by this Agreement, services performed outside the specified periods of coverage and commercial travel and per diem expenses not included in the coverage will be invoiced separately at Inasolve's prevailing rates in effect at the time.
- 4.4 Amendments to a Product Schedule shall be submitted to Client for verification and authorisation and shall be returned to Inasolve within 10 (ten) Business Days of receipt thereof, failing which Inasolve shall be entitled to invoice Client in accordance with the amended Products Schedule.
- 4.5 Charges for Services will be invoiced and paid in advance of the period designated in the SLA unless otherwise agreed in writing referencing this Agreement and the applicable SLA. All payments shall be effected without deduction or set-off within 30 (thirty) days of the date of invoice.
- 4.6 All other charges are payable no later than 30 (thirty) days from invoice date.



- 4.7 Inasolve shall be entitled to impose a late payment charge equal to the prime rate plus 1.5% (one and a half per centum) per annum (pro-rata for a portion of a month), of the overdue amount. Any such late payment charge shall be paid by Client on notification by Inasolve of the amount thereof and that Inasolve has exercised its rights in terms hereof.
- 4.8 Where applicable, charges for Services quoted in foreign currency shall be subject to exchange rate fluctuations. Should a fluctuation occur in the rate of exchange from that in effect on the Effective Date, the rate of exchange as per Inasolve's invoice shall apply in all circumstances and Client's payment shall accord therewith in all respects.

5 CLIENT'S OPERATIONAL RESPONSIBILITIES

- 5.1 Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable manuals and instructions as required.
- 5.2 Client will maintain back-up data necessary to replace critical Client data in the event of loss or damage to such data from any cause.
- 5.3 To enable Inasolve properly to provide Services, Client will, in addition to any requirements or obligations specified in any SLA :
- 5.3.1 Maintain the operating environment in accordance with specifications supplied by the Product Manufacturer;
- 5.3.2 Provide adequate working and storage space for use by Inasolve's personnel near the Products;
- 5.3.3 Provide Inasolve full access to the Products, subject only to Client's security rules;
- 5.3.4 Follow Inasolve's instructions as set out in Annexure A, for obtaining support, if applicable;
- 5.3.5 Keep such records relating to the use and performance of the Products as may reasonably be requested by Inasolve from time to time and ensure that Inasolve's personnel have access to such records for the purpose of rendering the Services at all reasonable times;
- 5.3.6 Provide Inasolve with all reasonable assistance and information to assist Inasolve to provide the Services; and
- 5.3.7 Supply all communication interfaces (except those kept by Inasolve on Client site for use by Inasolve in the provision of the Services) required by Inasolve to enable it to provide any of the Services.



- 5.4 Client acknowledges that support materials used by Inasolve to provide the Services which are located at Client's facility are the property of Inasolve or its licensors. Client undertakes that such materials will be used only by Inasolve's personnel. All support materials are to be returned to Inasolve upon termination of the Services.
- 5.5 Inasolve shall be entitled to decline to provide Services in respect of Products which fails to meet the eligibility and pre-requisites for Services. To determine eligibility and pre-requisites for Services, Inasolve may require inspection, at Client's expense, to be agreed beforehand, of Products which:
- 5.5.1 has not been maintained continuously by Inasolve from the date of purchase or lease by Client; or
- 5.5.2 has been relocated; or
- 5.5.3 requires refurbishment; or
- 5.5.4 has not been acquired from Inasolve.
- 5.6 Inasolve will not accept liability where a third party has had access to the Products and where such third party caused damage or faults to the Products or interference with the provision of the Services.

6 PROTECTION OF CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 This Agreement and the Annexures and SLAs hereto contain Confidential Information of Inasolve.
- 6.2 The Receiving Party will keep in confidence and protect Confidential Information received from the Disclosing Party from disclosure to third parties and restrict its use as provided in this Agreement. The Receiving Party acknowledges that unauthorised disclosure of Confidential Information may cause substantial economic loss to the Disclosing Party or its licensors.
- 6.3 Confidential Information shall not be copied by the Receiving Party, in whole or in part, without the Disclosing Party's prior written consent. Each copy, including its storage media, will be marked by the Receiving Party with all notices which appear on the original.
- 6.4 Confidential Information received from the Disclosing Party shall not be disclosed by the Receiving Party to any third party without the prior written consent of the Disclosing Party; provided that no consent shall be required for disclosure of Confidential Information to the auditor and professional advisors of the Receiving Party and employees of the Receiving Party to whom disclosure is reasonably necessary for purposes of the implementation of this Agreement, or to any authorities who by law are entitled thereto.



- 6.5 The Receiving Party will inform its auditors, professional advisers and employees of their obligations under this clause 6 and instruct them so as to ensure such obligations are met.
- 6.6 The Disclosing Party may, at any time by way of written notice to the Receiving Party, require the Receiving Party to return or destroy any material containing, pertaining to or relating to Confidential Information and to expunge such Confidential Information from any word processor, computer or similar device into which it was entered or programmed and may, in addition, require the Receiving Party to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession or under its control any such material. The Receiving Party shall comply with all requirements in terms of this clause 6.6 within 7 (seven) days of receipt of such written notice.
- 6.7 Save as provided for in clauses 6.3 and 6.4 above, neither Party may publicise or disclose the contents of this Agreement or its existence without the prior written consent of the other Party first having been received; except that Inasolve shall be entitled to include Client in its published Client reference list, to issue a press release and to develop and publish a case study on its website, detailing the services provided by Inasolve to Client, and Client expressly consents thereto. Notwithstanding the above, Inasolve shall first obtain Client's approval of the press release or case study before publishing same, which approval shall not be unreasonably withheld or delayed.
- 6.8 For purposes of this clause 6, "Intellectual Property" includes but is not limited to copyright, patents, trade marks, designs, inventions and brand names, whether registered or not.
- 6.9 For the avoidance of doubt, it is hereby recorded that any Intellectual Property created prior to the Date of Agreement reflected on the cover page of this Agreement, shall vest exclusively with the Party or Parties who created same.
- 6.10 This Agreement does not transfer to the Receiving Party title to any Intellectual Property.
- 6.11 Any Intellectual Property derived, produced or developed by Inasolve expressly and exclusively for Client shall vest in Client, provided that Client has effected payment of the agreed charges in respect thereof to Inasolve.
- 6.12 All Intellectual Property generally developed in the provision of the Services shall vest in Inasolve.
- 6.13 Upon termination or cancellation of any licence agreement relevant to the Software, Client will at Inasolve's option destroy (and, in writing, certify destruction) or return to Inasolve all copies of the Software, the licence for which has been so terminated or cancelled and any other related Intellectual Property in Client's possession (including Intellectual Property incorporated in other software or writings).

6.14 This clause 6 will survive termination or cancellation of this Agreement.

7 SUB-CONTRACTORS

7.1 Inasolve shall have the right to sub-contract such persons as Inasolve in its reasonable discretion considers necessary to enable Inasolve to fulfil its obligations under this Agreement. Inasolve shall be liable for any breach of this Agreement caused by any of its sub-contractors.

8 WARRANTIES AND DISCLAIMERS

8.1 Inasolve warrants that:

8.1.1 It has full capacity and all necessary consents to enter into this Agreement;

8.1.2 The Services will be performed by appropriately experienced and suitably qualified personnel in a proper and professional manner, in accordance with good industry practice and its own established internal procedures;

8.1.3 It will observe all statutory health and safety requirements imposed on it in terms of the appropriate legislation in the country in which the Services are performed.

8.2 Inasolve gives Client the same warranties in respect of Products, and any replacement parts in respect thereof which are in turn given to Inasolve by the Product Manufacturer of the Products concerned. To the extent permitted, Inasolve will pass through such warranties so that the Product Manufacturer concerned will be construed to have given the warranties directly to the Client. Inasolve will give Client all reasonable support in enforcing its rights in respect of any warranties given by any such Product Manufacturer. However, because not all errors in Software can or need be corrected, Inasolve does not warrant that all Software defects will be corrected. Similarly, Inasolve does not warrant that the functions contained in the Software will meet Client's requirements or that the Software will operate in all combinations selected for use by Client.

8.3 Services, whether provided during any applicable warranty period in relation to the Products or thereafter, do not cover repair or damage attributable to any matters or events referred to in clause 15 ("Exclusions").

8.4 Except as expressly stated in this Agreement, Inasolve gives no warranties, express or implied, by operation of law or otherwise. Without derogating from the generality of the foregoing, the warranties of "fitness for a particular purpose" and "merchantability" are specifically excluded. Any warranties given by Inasolve extend solely to the Client.





9 REPLACEMENT PARTS

- 9.1 Device parts which are removed for replacement by Inasolve become the property of Inasolve, upon replacement by Inasolve. Device parts replaced by Inasolve become the property of Client, upon installation thereof by Inasolve.

10 ALTERATIONS, ATTACHMENTS AND RELOCATIONS OF PRODUCTS

- 10.1 Client will give Inasolve prior written notice of any proposed relocations, Alterations or Attachments to Products. Inasolve may, at its option, continue to provide Services for Products which have undergone relocation, Alteration or Attachment, subject to Client agreement to adjusted charges and Response times.
- 10.2 Inasolve is not responsible for any malfunction, non-performance or degradation of performance of Products caused by or resulting directly or indirectly from any Alterations or Attachments or relocation of Products not approved in writing by Inasolve. Client will be solely responsible for resulting infringement, personal injury or damage to property and Products.
- 10.3 Client will be responsible for any relocation of Products and shall give Inasolve 30 (thirty) days prior written notice thereof. Products that are relocated to alternative premises may be subject to additional charges and modifications of Response times.

11 LIMITATION OF LIABILITY

- 11.1 Inasolve confirm to have insurance underwritten by Bizcover that cover the following items, during the period of the service provided to the Client:
- 11.1.1 Business Description : Information Technology
 - 11.1.2 Software and Application Development / Programming
 - 11.1.3 Software Sales(Own Developed)
 - 11.1.4 Software Sales - Packaged/Third Party Software
 - 11.1.5 Software Maintenance
 - 11.1.6 Software Installation
 - 11.1.7 IT Consulting
 - 11.1.7.1 IT Systems Consulting
 - 11.1.8 Database Programming and Applications
- 11.2 Insurance Period : Renewed 12 monthly;
- 11.3 Indemnity Limit: Professional Indemnity \$10,000,000.00 any one claim and in the aggregate during the insurance period
- 11.4 Indemnity Limit: Public and Products Liability \$20,000,000 any one occurrence for public liability \$20,000,000; any one occurrence and in the aggregate for product liability



12 INSURANCE

- 12.1 Throughout the term of this Agreement, Inasolve shall maintain in force adequate insurance to cover its risks in terms of this Agreement. Minimum insurance in place \$10,000,000.
- 12.2 Client shall maintain Professional indemnity and Public liability insurance) and shall produce proof of such insurance upon written request.



13 SUSPENSION AND CANCELLATION

- 13.1 Without prejudice to other remedies available to it in terms of this Agreement, Client may cancel this Agreement if Inasolve fails to remedy any material default within 30 (thirty) days of receipt of written notice calling upon it to remedy such default.
- 13.2 Inasolve may **suspend** Services on written notice to Client if:
- 13.2.1 Any payment under this Agreement is overdue by more than 10 (ten) days; or
- 13.2.2 Any applicable site configuration falls below the minimum configuration required by the Product Manufacturer.
- 13.3 In the event that any Products become obsolete and are no longer supported by the Product Manufacturer or licensor therefor (collectively referred to as "Obsolete Products") Inasolve shall be entitled to terminate this Agreement in relation to such Obsolete Products on 90 (ninety) days prior written notice to Client. In this event:
- 13.3.1 This Agreement shall remain of full force and effect in respect of Products which are not obsolete;
- 13.3.2 If Client has paid fees and charges in advance in respect of Obsolete Products, Client's account will be credited pro-rata for the period following termination.
- 13.4 Without prejudice to other remedies available to it in terms of this Agreement, Inasolve may **cancel** this Agreement and/or any SLAs for default if Client fails to:
- 13.4.1 Make any arrear payment within 30 (thirty) days of issue of written notice calling upon Client to make payment; or
- 13.4.2 Remedy any other default within 30 (thirty) days of issue of written notice calling upon Client to remedy the default in question.
- 13.5 Inasolve may terminate Services on 30 (thirty) days' prior written notice if Inasolve determines that Client's Software modification or failure to install a revision or update will interfere with the provision of such Services.
- 13.6 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to Confidential Information, Intellectual Property or payment of charges.



14 NOTICES

- 14.1 All legal notices required by this Agreement to be given to either Party will be sent to its address as provided on the cover page of this Agreement, provided notices sent to Inasolve must be sent to the Legal Manager, Inasolve (Pty) Limited, 8 Comely Ln, Officer VIC 3809.
- 14.2 All other notices required by this Agreement or any SLA to be given to Inasolve must be sent to its address as provided on the cover page of this Agreement and addressed to the relevant Inasolve business unit.
- 14.3 Notices given in terms of this Agreement shall be sent by registered mail or delivered by hand or sent by facsimile and shall be deemed to have been received on the date of delivery or transmission (as the case may be) if same takes place during Business Hours, or if not, on the next following business day, in the case of hand delivery or facsimile transmission, or in the case of forwarding by registered mail, on the 7th day after posting.
- 14.4 The Parties may, by 14 (fourteen) days' written notice, change their nominated address or facsimile number for the purposes of this clause 14, to any other address, not being a post office box or *poste restante*, within South Africa.

15 EXCLUSIONS

- 15.1 In addition to any exclusions set out in any SLAs to this Agreement, Services to be provided in terms of this Agreement do not include the provision of services, nor repairs or replacements necessitated by or related to:
- 15.1.1 Damage caused by accident, fire, water, lightning or other act of God or nature;
- 15.1.2 Damage caused by war (whether declared or not), riots, civil disorder, acts of violence, sabotage or similar acts;
- 15.1.3 Damage caused by abnormal operating conditions such as high or low temperatures or humidity or dust levels which are beyond the published environmental specifications of the Product Manufacturer;
- 15.1.4 The connection of ancillary Devices, not supplied by Inasolve, or not approved by the Product Manufacturer;
- 15.1.5 The negligent use, abuse or misuse of Products;
- 15.1.6 Damage during any transportation of Products not carried out by Inasolve;



- 15.1.7 Electrical work, not performed by Inasolve;
- 15.1.8 Causes external to the Devices such as failure or fluctuation of electrical power, including load shedding;
- 15.1.9 Products that have become unserviceable or obsolete;
- 15.1.10 The relocation of Products;
- 15.1.11 Modifications, repairs or replacements or attempted modifications, repairs or replacements not performed by Inasolve or not approved by Inasolve in writing prior to such modifications, repairs or replacements being performed or attempted by any other party, including the Client;
- 15.1.12 The refurbishment of any Product;
- 15.1.13 The restoration of lost data from any Product, or Devices connected to Products;
- 15.1.14 The provision of any accessories or Consumables;
- 15.1.15 Any changes or modifications to Products which are required as a consequence of any technical or regulatory changes introduced by the appropriate regulatory authorities.
- 15.1.16 Those Products where the Client has failed to licence such Products and such licence is a prerequisite of the Product Manufacturer or where such licence is no longer current or valid or when such Products have been purchased outside of acceptable purchasing norms; that is the market known as the 'grey-market'.

16 NON-SOLICITATION

- 16.1 For the duration of this Agreement and for 24 (twenty four) months thereafter, neither Party shall, directly or indirectly, employ, solicit or offer employment to any employee of the other Party who is or was employed or involved in the provision of the Services, nor shall it solicit, entice, encourage or persuade any such employee to terminate his/her employment with the other Party.



17 FORCE MAJEURE

- 17.1 Neither Party will be liable for failure to fulfil its obligations when due to causes beyond its reasonable control including, without limitation, the failure or delay of any supplier; Acts of God; strikes or lock outs; war (whether declared or not); terrorism; sabotage; revolution; invasion; insurrection; strike; lock-out or any other industrial action; riot; civil commotion; mob violence; blockade; embargo; boycott; the exercise of military power; acts or restrains of government including the imposition or restrictions of or embargos on imports or exports ("*Force Majeure*").
- 17.2 If any *Force Majeure* occurs in relation to either Party that affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other Party as to the nature and extent of the circumstances in question. Neither Party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance of that obligation is due to any *Force Majeure* of which it has notified the other Party and the time for performance shall be extended accordingly.
- 17.3 If the performance by either Party of any of its obligations under this Agreement is prevented or delayed by *Force Majeure* for a continuous period in excess of 30 (thirty) days, the other Party shall be entitled to terminate this Agreement by giving written notice to the Party so affected, whereupon all money due up to the point of termination under this Agreement shall be paid immediately, and in particular Client shall pay to Inasolve all arrears of payment.

18 OTHER PROVISIONS

- 18.1 All risk of loss or damage to Products will pass to Client upon delivery to Client's site. Subject to clause 6 ("Protection of Confidential Information and Intellectual Property Rights"), ownership (excluding Licensed Software) shall pass to Client only as and when Inasolve has received payment in full in respect of such Products.
- 18.2 Any failure or delay by either Party in exercising any right or remedy will not constitute a waiver.
- 18.3 This Agreement will be governed in all respects by the laws of Australia (excluding its conflict of law rules).
- 18.4 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by either Party, and all and any written and oral communications between the Parties.
- 18.5 The signatories warrant that they are authorised to enter into, and sign, this Agreement. Either Party may request from the other Party proof of such authority.



- 18.6 Inasolve may cede its rights under this Agreement including, without limitation, the right to receive payments, without Client's consent. Inasolve will not assign its obligations under this Agreement without Client's prior written consent, which consent may not be withheld unreasonably. Client will not cede, assign or transfer its rights or obligations under this Agreement without prior written consent of Inasolve, which consent may not be withheld unreasonably.
- 18.7 This Agreement, including this clause, may be modified or added to only by a written addendum signed by a duly authorised representative of each Party.
- 18.8 Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
- 18.9 The SLA(s) and Annexure(s) hereto are subject to the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and those appearing in any SLA(s) and/or Annexure(s) hereto, the terms and conditions of this Agreement shall prevail, unless expressly stated otherwise in the SLA and/or Annexure in question.

Table 1 - SLA Priority Levels

