



PLATFORM SERVICES AGREEMENT

PLATFORM SERVICES AGREEMENT

PARTIES

Platform Provider **integratedPRIVATE Pty Ltd ACN 620 074 740 as trustee for the McKeon Family Trust ABN 53 283 154 495 trading as integratedPRIVATE**

Customer means the entity or individual specified in Item 1 of Schedule 1.

BACKGROUND

- A. The Platform Provider provides the Platform Services using the Resources.
- B. The Platform Provider has agreed to provide and the Customer has requested to use some or all of the Platform Services pursuant to the terms of this Agreement.

AGREEMENTS

1. INTERPRETATION

Definitions

1.1 In this document:

Agreement	means this document.
Application	means Software or Platform Software installed by the Platform Provider or the User
Business Day	means any day (other than Saturday or Sunday) on which banks are open in Brisbane, Australia for normal banking business.
Claim	means in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.
Client	means a client of the Customer.
Cloud Application User	Means a nominee of the Customer to receive access to a single Application
Cloud Application User Fee	means the fee outlined in Item 2 of Schedule 1.
Cloud Application Unlimited User	means a nominee of the Customer to receive access to unlimited Applications
Cloud Application Unlimited User Fee	means the fee outlined in Item 2 of Schedule 1.

Confidential Information	means all information which is not in the public domain and which is reasonably regarded by a party as confidential to it and which the other party becomes aware of in the course of this Agreement, including, but not limited to, information relating to: <ul style="list-style-type: none"> (a) business methods and management systems; (b) financial and business information of any kind; and (c) strategic information relating to marketing, advertising, or any other aspect of business.
Customer Material	means any documents, software, object code, source code, configurations, equipment, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules and Data provided or to which the Platform Provider is given access by the Customer for the purposes of providing the Platform Services in accordance with this Agreement.
Data	means Customer and Client information stored by the Platform Provider
Data Centre Service	means the entities described in Item 4 of Schedule 2. Provider
Data Centre Service Provider Policies	means the terms and conditions of use, service level agreement, acceptable use policy and any other policies that the Platform Provider is bound to comply with, copies of which are available upon request from the Platform Provider or available on its website.
Expert	means a person appointed under clause 11.
Fee	means the amount payable by the Customer to the Platform Provider in accordance with clause 4.
GST	has the same meaning as in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Hardware	means the computer equipment used from time to time in providing the Platform Services.

Intellectual Property	means all intellectual property rights including but not limited to the following rights: <ul style="list-style-type: none"> (i) patents, copyright, rights in circuit layouts, registered designs, trademarks and any right to have Confidential Information kept confidential; and (ii) any application or right to apply for registration of any right referred to in sub-paragraph (i).
Implied Terms	means any term, condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified, which may include the <i>Competition and Consumer Act 2010</i> (Cth) and corresponding Australian state or territory legislation, which contain provisions including implied conditions and warranties which operate to protect the purchasers of goods and services in various circumstances.
IT Service Providers	means the entities described in Item 4 of Schedule 2.
Allocation Range	means the specifications listed in Item 2 of Schedule 2.
Operations	means the storage and backup practices, company email and application practices, internet security and antivirus protection used by those engaged by the Platform Provider to provide the Platform Services.
Platform Provider	means the Platform Software, Confidential Information, documents, Material software, object code, source code, configurations, equipment, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules of the Platform Provider to which the Customer has access.
Platform Services	have the meaning given to them in clause 2.
Platform Software	means the software provided by the Platform Provider, described in Item 2 of Schedule 2.
Resources	means Hardware, Platform Software, Software, Operations, Agreements, Data Centre Service Provider and IT Service Providers and any other consultants necessarily engaged to render services to the Platform Provider.

Software	means the computer software and cloud based applications licensed by the Customer and provided to the Platform Provider to be used or hosted by the Platform Provider from time to time in providing the Platform Services, as described in Item 2 of Schedule 2.
Taxable Supply	has the same meaning as in the GST Act.
Tax Invoice	has the same meaning as in the GST Act.
Technical Support Package	means one (1) hour of pre-paid assistance with the design, installation and operation of any of the Platform Services. The fee is outlined in Item 2 of Schedule 1.
Cloud Platform	means a platform onto which the Customer's User may upload Software or request that the Platform Provider uploads specific Applications that the Platform Provider may license from time to time.
Cloud Platform Fee	means the fee outlined in Item 2 of Schedule 1.

1.2 In this document:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a Statute includes a reference to or citation of all enactments amending or consolidating the Statute and to an enactment substituted for the Statute;
- (g) any Schedule and Annexures form part of this document; and
- (h) headings are included for convenience only and do not affect interpretation of this document.

2. PLATFORM SERVICES

Overview

2.1 The Platform Provider provides the following services (**Platform Services**):

- (a) Cloud Platforms (b)
Cloud Applications; and
- (c) Custom Platforms.

Cloud Platforms

- 2.2 Each Customer will be provided with access to a platform onto which the Customer's User may upload Software or request that the Platform Provider uploads specific Applications that the Platform Provider may license from time to time.
- 2.3 Each Cloud Platform will incur a Cloud Platform Fee.

Cloud Applications

- 2.4 The Customer may request that the Platform Provider provide one or more Cloud Application Users with access to one or more Applications.
- 2.5 The Customer may specify whether the Customer requires Microsoft Office or Microsoft Exchange, and the corresponding number of Users and mailboxes.
- 2.6 Each user of an Application and each additional Application will incur a Cloud Application User Fee.
- 2.7 Each Microsoft Office User will incur a Microsoft Office User Fee and each Microsoft Exchange mailbox will incur a Microsoft Exchange User Fee.

Custom Platforms

- 2.8 The Customer may request that the Platform Provider provides Resources at the absolute discretion of the Platform Provider to be used exclusively for a Customer by the Customer.
- 2.9 The Customer may request that the Platform Provider acquires Hardware at the Customer's cost to be used exclusively for the provision of Cloud Applications or Cloud Platforms to a Customer.
- 2.10 The choice and location of Hardware will be made by the Platform Provider, based on the Hardware Specifications, and is subject to the Platform Provider's absolute discretion.

Additional Storage Package

- 2.11 Where the Customer utilises Resources up to the limit of the Hardware Allocation Range, the Platform Provider can provision the Cloud Platform for additional Resources and charge the Customer the Additional Storage Fee.
- 2.12 If during the course of a month the Customer exceeds the Hardware Allocation Range, the Platform Provider will provide the additional services and charge the Additional Storage Fee.

Data Management Package

- 2.13 Where the Customer utilises Resources up to the limit of the Allocation Range, the Platform Provider can provision the Cloud Platform with additional Resources and charge the Customer the Data Management Fee.
- 2.14 If during the course of a month the Customer exceeds the Allocation Range, the Platform Provider will provide the additional services and charge the Excess Data Management Fee.
- 2.15 If during the course of a month the Customer requests that the Platform Provider provide Resources exceeding the Allocation Range, the Platform Provider will:

- (a) charge a fee as outlined in item 2, schedule 1 for usage above the Allocation Range, which the Customer agrees and acknowledges is a genuine pre-estimate of the Platform Provider's cost to provide the additional Resources; and
- (b) as soon as practicable after the end of the month, provide the Customer with a quote to provide Platform Services above the Allocation Range in the proceeding month, the acceptance of which is up to the Customer, who may elect to continue under the existing fee structure and pay the charge outlined in clause 2.15(a) if the Customer exceeds the Allocation Range in the proceeding month, or accept the Platform Provider's quote.

Other

- 2.16 The Customer may request that the Platform Provider provide assistance with the design, installation and operation of any of the Platform Services or other services as requested and agreed between the parties.
- 2.17 If requested, the Customer must pay the Technical Support Package in accordance with clause 3.

Notification

- 2.18 To enable the Platform Provider to provide the Platform Services that the Customer requires, the Customer must notify the Platform Provider, specifying:
- (a) whether the Customer requires Cloud applications, Cloud platforms or Custom Platform;
 - (b) the Application or Applications required;
 - (c) the number of Users in the first month after the date of this Agreement;
 - (d) in the case of Cloud platforms, the estimated level of usage, e.g. within the Allocation Range;
 - (e) whether the Customer requires any assistance from the Platform Provider in uploading Software, Platform Software or Applications, attracting corresponding Set Up / Other Services are required by the Customer
- 2.19 Notification Requests can be submitted and processed through the integratedPRIVATE Client Portal.
- 2.20 Upon receipt, the Platform Provider agrees to use reasonable endeavours to provide the requested Platform Services, subject to the terms of this Agreement.
- 2.21 If the Customer requires any changes to the Platform Services from time to time, the Customer must notify to the Platform Provider by 28th day of a month for any changes to Platform Services requested to take effect in the ensuing month.

3. FEES

-
- 3.1 From the commencement of this Agreement until it is terminated in accordance with clause 4, the Customer must pay the Fee to the Platform Provider for the supply of the Platform Services.
- 3.2 The Customer will be charged for the Platform Services based on the most recently provided Notification and any other Platform Services provided to the Customer, on a monthly basis for the duration of the Agreement.
- 3.3 As soon as practicable after the end of each month, the Platform Provider will provide the Customer with a Tax Invoice for the Platform Services provided during that month.
- 3.4 The Customer must pay the amount specified in each Tax Invoice by the due date of the invoice.

- 3.5 Payment of the amount specified in a Tax Invoice is not contingent upon the User's receipt of any fees charged by the Customer to any of its Clients, and is payable as a debt to the Platform Provider by the Customer within 7 days from the date of the invoice.
- 3.6 The Platform Provider may increase the Fees annually with effect from 1 July in each year (**Review Date**) during the term of the Agreement by the percentage increase between the Consumer Price Index for All Groups Brisbane for the quarter that immediately precedes the previous Review Date (or, if there is no previous Review Date, the Commencement Date) and the Consumer Price Index for All Groups Brisbane for the quarter that immediately precedes the Review Date.
- 3.7 The Platform Provider may also, by notice in writing to the Customer, adjust the Fees if, in the reasonable opinion of the Platform Provider, the Platform Provider's cost to provide the services has increased by 3% or more. In such a case, the increase in fees will be proportionate to the increase in costs.
- 3.8 If the Commencement Date or the date that the Platform Provider gives the Customer notice pursuant to clauses 3.6 or 3.7 (**Fee Adjustment Date**), is not the first day of the month, the Platform Provider will, on the Commencement Date or Fee Adjustment Date, invoice an appropriate proportion of the Fees calculated at a daily rate based on the number of days between the Commencement Date or Fee Adjustment Date and the last day of the month (both days inclusive).

4. TERM AND TERMINATION

- 4.1 This Agreement will commence on the date the last party signs this Agreement and continue until terminated in accordance with this clause 4.
- 4.2 Either party may terminate this agreement by giving 7 days' written notice to the other in which case the Agreement will terminate 7 days from when the notice is given.
- 4.3 Without limiting the scope of any other clauses in this document, the Platform Provider may terminate the Agreement with immediate effect if the Customer:
- (a) has breached any provisions of this document and the breach has not been remedied within 14 days of written notice by the Platform Provider specifying the details of the breach and steps required for rectification;
 - (b) has breached any material provision of this document and the breach is not capable of remedy; or
 - (c) becomes, threatens or resolves to become subject to any form of insolvency administration.
- 4.4 Upon termination, the Platform Provider will return Data to the Customer excluding the Platform Software.

5. OBLIGATIONS OF CUSTOMER AND USER

The Customer must:

- (a) ensure that all Users do not do anything which will result in a Claim being brought against the Platform Provider;
- (b) ensure that the use of the Platform Services does not breach any criminal or civil law;
- (c) ensure that, except as expressly provided in this Agreement, no part of the Platform Provider Material is copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means;
- (d) ensure that all reasonable efforts are made to prevent unauthorised third parties from accessing or utilizing the Platform Services; and
- (e) not novate, assign, sublease or transfer to any other person any of its rights to use the Platform Services without the express written consent of the Platform Provider.

6. IT PROVISIONS

6.1 Except where the Customer requests a Custom Platform, the Platform Provider will provide the Customer with a non-exclusive licence to use the Hardware.

6.2 The Customer may provide the Platform Provider with Software for installation on the Hardware.

6.3 The Customer must maintain the relevant licences for any Software provided to the Platform Provider, and the Customer is responsible for ensuring that the licences are appropriate for the User and the Customer's purposes.

6.4 If the Customer requests that the Platform Provider provides any Platform Software, the Customer agrees and warrants that:

- (a) it will obtain the necessary licence from the owner of the Platform Software's copyright or from the Platform Provider; and

its use of the Platform Software complies with the terms of any licence agreement between the Platform Provider and the owner of the Platform Software.

6.5 The Customer indemnifies the Platform Provider for any loss suffered by the Platform Provider due to a breach by the User or the Customer of clause 6.4.

6.6 If a licence to use Platform Software or computer hardware under clause 6.1 or 6.4 is not effective because the Platform Provider's licence with the owner of the particular software or hardware purports to prevent the Platform Provider granting a sub-licence, the Platform Provider holds the benefit of the relevant software licence or hardware for the benefit of the Customer to the extent permitted by law.

6.7 The Customer may request that the Platform Provider provide copies of any software licence agreements and agreements with upstream providers in relation to the Platform Software or Resources, at the Customer's expense, as soon as practicable upon receipt of a request in writing from the Customer.

7. RESOURCES

- 7.1 Subject to clause 7.2, the Hardware remains the property of the Platform Provider at all times.
- 7.2 Where the Customer requests and the Platform Provider provides a Custom Platform, title to the Hardware does not pass to the Customer until:
- (a) the Platform Provider's invoice containing the cost for the Hardware is paid in full; and
 - (b) any other Platform Services provided to the Customer and for which a Tax Invoice has been rendered to the Customer, have been paid in full; and
 - (c) any money owing to the Platform Provider by the Customer has been paid by or on behalf of the Customer and received by the Platform Provider in full.
 - (d) any financing facility provided to the Customer has been paid out.
- 7.3 The Platform Software remains the property of, or is licensed by, the Platform Provider at all times and the Customer agrees that it will and will procure that any User will:
- (a) only use the Platform Software in accordance with the intellectual property owner's specifications; and
 - (b) indemnify and hold the Platform Provider harmless against any loss suffered by the Platform Provider due to a breach by the Customer of clause 7.3(a).
- 7.4 The Platform Provider may at its absolute discretion, for any reason and at any time without notice to the Customer, upgrade, change, switch or modify any of the Resources, provided that such upgrade or modification will not result in any degradation in overall performance of the Resources or detract from the Platform Provider's provision of the Platform Services.

8. THIRD PARTY SUPPLIERS

- 8.1 The Customer acknowledges that some of the Resources (including Data Centre Services and Operations) are provided to the Platform Provider by third parties (**Suppliers**) under agreements between the Suppliers and the Platform Provider (**Upstream Agreements**) and that the Platform Provider is reliant on the performance of these third parties to supply the Resources to the Customer.
- 8.2 The following provisions apply where any failure of or defect in the Resources is caused by a breach of an Upstream Agreement by a Supplier, or by the negligence or wilful conduct of a Supplier (**Supplier Breach**):
- (a) The Platform Provider will use its reasonable endeavours to have the Supplier remedy the Supplier Breach and to obtain any compensation claimable under the Upstream Agreement.
 - (b) The Platform Provider will pay the User a portion of any compensation recovered by the Platform Provider in relation to the specific outage (after deducting the Platform Provider's recovery costs), commensurate with the User's utilisation of the Resources.
 - (c) If the parties cannot agree on the portion of any compensation that should be paid to the User that issue will be referred to an Expert for determination.
 - (d) The User will not be entitled to any damages or other compensation as a result of a Supplier Breach other than to receive a portion of the compensation obtained from the Supplier as provided in clause 8.2(b).

9. NO RELATIONSHIP BETWEEN THE PARTIES

Nothing in this document will constitute or be deemed to constitute the relationship of principal and agent between the Platform Provider and the User nor the relationship of partners as between the Platform Provider and the Customer.

10. CONFIDENTIAL INFORMATION

- 10.1 Each party undertakes that it will not without the prior written consent of the other party, either during the term of this Agreement or at any time thereafter (except in the proper course of its duties under this Agreement or as required by law or by the other party), disclose or allow its related bodies corporate, employees, agents and contractors to disclose to any person any Confidential Information of or relating to the other party of which it has become possessed as a result of or in relation to the supply of the Platform Services pursuant to the terms of this Agreement.
- 10.2 Nothing in this Agreement prohibits disclosure of information which:
- (a) is in the public domain;
 - (b) after disclosure to a party becomes part of the public domain otherwise than as a result of the wrongful act of that party;
 - (c) is received from a third party provided that it was not acquired directly or indirectly by that third party from a party to this agreement; or
 - (d) is required to be disclosed by law or any government or governmental body, authority or agency having authority over a party.
- 10.3 Unless otherwise agreed by the parties in writing, on the termination of this Agreement for any reason, each party shall use its reasonable endeavours to return to the other party all property and documents of the other party which it holds, and destroy all electronic versions of such documents containing the other party's Confidential Information.
- 10.4 The obligations under this clause 10 survive termination of any contract formed pursuant to this Agreement.

11. INTELLECTUAL PROPERTY

- 11.1 Any Platform Provider Material and any associated Intellectual Property remains the property of the Platform Provider and nothing in this agreement grants any other individual or entity any Intellectual Property rights in the Platform Provider Material.
- 11.2 The Customer grants the Platform Provider a non-exclusive, irrevocable, global licence to exercise the Intellectual Property rights in the Customer Material in connection with the provision of the Platform Services pursuant to this Agreement.
- 11.3 The licence granted under clause 11.2 includes the right to sublicense to third parties.
- 11.4 The Customer warrants that the Customer and any User will not infringe any Intellectual Property belonging to the Platform Provider or any Supplier.

12. RESTRAINT AND CONTACT WITH CLIENTS

- 12.1 The Customer agrees and warrants that it will not approach the Platform Provider's employees with an offer of employment or contract with during the period commencing on execution date of this Agreement and ending six months after the termination of the Agreement.
- 12.2 The Platform Provider agrees and warrants that it will not contact the Customer's Clients without the Customer's express written consent.

13. WARRANTY AND QUALITY

- 13.1 To the extent permitted by law all warranties, terms and conditions in relation to the state, quality or fitness of the goods and services and of every other kind whether implied by use, statute or otherwise are expressly excluded.
- 13.2 To the extent permitted by law, the Platform Provider will not be liable for injury, loss or damage claimed by the Customer against the Platform Provider or by a third party against the Platform Provider arising out of the Platform Services or the use to which the services are put by the Customer or arising out of any deprivation of service or down time, where the Platform Provider is directly responsible for the deprivation of service or downtime. The Customer agrees to indemnify the Platform Provider against any such Claim.
- 13.3 Nothing in this document excludes, restricts or modifies any Implied Terms. If there are any Implied Terms in this document and the Platform Provider is able to limit the Customer's remedy for a breach of such a term, condition or warranty, then the Platform Provider's liability for breach of the term, condition or warranty is limited to one or more of the following at the Platform Provider's option:
- (a) in the case of Goods, the replacement of the goods or the supply of equivalent Goods, the repair of the Goods, the payment of the cost of replacing the Goods or of acquiring equivalent Goods, or the payment of the cost of having the Goods repaired; or
 - (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- 13.4 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

14. LIMITATION OF LIABILITY

- 14.1 Subject to the Platform Provider's obligations with respect to Implied Terms, to the maximum extent permitted by law, the Platform Provider's maximum aggregate liability for all Claims under or relating to this Agreement, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on breach or on any other basis, is limited to the amount paid to the Platform Provider for the provision of the Platform Services.
- 14.2 Subject to the Platform Provider's obligations with respect to Implied Terms, and to the maximum extent permitted by law, the Platform Provider is not liable for (under any circumstances):
- (a) special, indirect, consequential, incidental or punitive damages; or

- (b) damages for loss of profits, revenue, goodwill, bargain, anticipated savings or loss, personal injury, death, the costs arising from the loss of use of the Platform Services and the costs of any substitute and the costs of any substitute Platform Services which the Customer obtains.

14.3 To the maximum extent permitted by law, the Customer indemnifies and agrees to hold the Platform Provider, its officers and employees (**Those Indemnified**) harmless from and against all Claims which may arise as a result of or in connection with the Platform Provider's provision of the Platform Services. The Platform Provider holds the benefit of this indemnity on trust for Those Indemnified and Those Indemnified will be entitled to rely on the indemnity and have the Customer pay for all costs (including but not limited to legal costs on a solicitor and own client or indemnity basis) prior to Those Indemnified having incurred and paid such costs.

15. GST

- 15.1 The consideration payable by the User has been fixed without regard to the impact of GST.
- 15.2 If GST is or becomes payable on a Taxable Supply made under or in connection with this document, the party providing consideration for that Taxable Supply (recipient) must pay an additional amount equal to the GST payable on the Taxable Supply.
- 15.3 The additional amount payable under clause 15.2 must be paid at the same time as the consideration for the Taxable Supply or on the date on which the party making the supply delivers a Tax Invoice (whichever is later).

16. EXPERT

- 16.1 If any issue or dispute between the parties is required to be determined by an Expert under the terms of this document, the parties may agree on an appropriately qualified person who will be appointed to fill that role.
- 16.2 If, within seven days of an issue or dispute arising, the parties cannot agree on who will be the Expert, either party may request the person acting for the time being as President of the Queensland Law Society to nominate an appropriately qualified person who will be the Expert.
- 16.3 If the person acting for the time being as President of the Queensland Law Society indicates they will only make the appointment subject to certain conditions, the parties will be deemed to have agreed to those conditions.
- 16.4 Both parties will be deemed to have consented to the appointment of the Expert.
- 16.5 The Expert will be deemed to be an expert and not an arbitrator and their decision on any issue referred to them will be binding on the parties.
- 16.6 Either party may make written submissions to the Expert, but must give copies of the submission to the other party at the same time as the submission is given to the Expert.
- 16.7 The parties must provide the Expert with all information and assistance the Expert reasonably requires.
- 16.8 The decision of the Expert will be binding upon the parties and will be given in writing and delivered to each party by the Expert.
- 16.9 If for any reason the Expert has not made a determination of the issue within 60 days of the issue being referred to them, then either party may apply to a court of competent jurisdiction to have the issue resolved.
- 16.10 The fees and other charges of the Expert and any fee payable to the Queensland Law Society for the appointment of the Expert will be paid equally by the parties.

17. NOTICES

- 17.1 All notices given under this document must be in writing and may be delivered in person or by mail specified in the address for the party set out in this document.
- 17.2 A party may change its particulars for service by notice in writing to the other parties.
- 17.3 A notice sent by post will be deemed received three days after posting.
- 17.4 A notice sent by facsimile transmission will be deemed received on the date stated on the facsimile transmission report produced by the machine sending the facsimile.
- 17.5 A notice sent by email will be deemed received at the time and on the date that it is sent, unless the sender receives notification that the delivery of the email was unsuccessful, in which case the email will not be deemed to have been received.
- 17.6 For the purposes of clause 17.5, 'delivery' of an email means the time that an email reaches the recipient's server.

18. SEVERABILITY

- 18.1 The provisions of this document and every part of each provision will be severable.
- 18.2 If any provision is found to be unlawful, void or unenforceable, then that provision will be read down to the extent necessary to ensure that it does not infringe any law or is not otherwise void or unenforceable so as to give it a valid operation of a partial character.
- 18.3 If the infringing provision cannot be read down it will be deemed to be deleted and the remaining provisions will continue to have their full force and effect.

19. GENERAL

Governing law

- 19.1 This document will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

Reference to a party

- 19.2 Any reference to a party in this document includes, and any obligation or benefit under this document will bind or take effect for the benefit of, that party's executors, trustees, administrators, successors in title and permitted assigns.

Duty and legal fees

- 19.3 Each party will bear its own legal and other costs and expenses relating to this document but any duty under the *Duties Act 2001* (Qld) payable in respect of this document or the provision of the services and facilities must be paid by the Business Owner.

Entire agreement

- 19.4 This document represents the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings between the parties.

Amendments to be in writing

19.5 No amendment to this document has any force unless it is in writing.

Joint and several

19.6 An obligation of two or more persons under this document binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this document will endure for the benefit of those persons jointly and severally.

Waiver

19.7 The failure of a party to this document to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the party at a later time to enforce the provision.

Counterparts

19.8 This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

SCHEDULE 1

Item 1 Customer

Business Name:

ACN / ABN:

Primary Contact:

Business Address:

Postal Address:

Email:

Phone:

Item 2 Fees

- Cloud Platform fee per month	\$50 + GST
- Minimum 50 GB Primary Storage	\$15 + GST
- Back Up Service	\$50 + GST
- Single Application User Fee Per Month	\$15 + GST
- Single Application + Microsoft Office User Fee Per Month	\$40 + GST
- Unlimited Application + Microsoft Office User Fee Per Month	\$60 + GST
- Microsoft Exchange User Fee Per Month Per Mail box	\$10 + GST
- Additional Storage Package	\$15 per 50 GB + GST
- Technical Support Package	\$150 + GST (Per Hour)
- Custom Platform Fee Per Month	Based on Resource Allocation
- Data Management Fee (Outside Allocation Range)	\$1.50 Per GB + GST

SCHEDULE 2

Item 1 Allocation Range

2GB RAM to 5GB RAM

10GB Storage to 50GB Storage

1GB to 50GB internet traffic per month

Item 2 Platform Software

MICROSOFT OFFICE STANDARD 2016

MICROSOFT SERVER 2016 R2

or Software Assured equivalent provided under SPLA

Item 3 Data Centre Service Providers

NextDC Limited
454 St Pauls Terrace
Fortitude Valley, QLD, 4006

Amazon AWS,
12/55 Hunter St
Sydney, NSW, 2000

Item 4 IT Service Providers

AGM Computer Services Pty Ltd
Eagle Street
Brisbane, QLD, 4000

SIGNED AS AN AGREEMENT on the date the last party signed this document

SIGNED by **integratedPRIVATE PTY LTD**)
ACN 062 074 740 as trustee for the McKeon)
Family Trust ABN 53 283 154 495 in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by two directors:)

.....
Director / Secretary

Richard McKeon
Name

.....
Date

SIGNED by)
)
)
)
)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by a director and a)
director/secretary or by a sole director (if)
applicable):

.....
Director

.....
Director/Secretary

.....
Name

.....
Name

.....
Date

.....
Date

SIGNED by in the)
presence of:)

.....

.....
Witness

.....
Name of witness

.....
Date