



Influence IT Consulting

Bridging the Gap

SERVICE AGREEMENT

INFLUENCE IT CONSULTING PTY LTD

This Service Agreement is made between You and INFLUENCE IT CONSULTING PTY LTD (**Service Provider, Us, We, Our**) to govern the terms on which We will provide the services provided by the Service Provider.

By accepting Our Quotation and executing this agreement, You are indicating Your acceptance of the Service Agreement.

1. Agreement

- (a) The parties agree to the supply of and payment for the Services specified in the Quotation in accordance with the terms of this agreement.
- (b) This agreement will be for a term as set out in the Quotation or until otherwise terminated in accordance with this agreement.

2. Services

- (a) The Service Provider will:
 - (i) Supply the Services as set out in the Quotation in accordance with the timeframes set-out therein;
 - (ii) Will follow any special instructions set out in the Quotation;
 - (iii) Use reasonable care and diligence in the performance of the Services; and
 - (iv) Otherwise carry out its responsibilities under this Agreement in a proper and workmanlike manner.
- (b) In the event that You require a variation to the Services or priority with which they are provided, then:
 - (i) You may request such variation in writing;
 - (ii) We will issue to You a further quotation (**Variation Quotation**) in writing with respect to the requested variation; and
 - (iii) We will only be required to action such variation upon written acceptance of the Variation Quotation being provided to Us.

3. Your Responsibilities

- (a) You:
 - (i) Will provide the information, resources and access to files, records, and information technology systems as set out in the Quotation to permit Us to supply the Services.

- (ii) Acknowledge that We will rely on the accuracy of the information provided by it without independently verifying it; and
 - (iii) Will ensure that timely approval, development and sign-off of all reports, specification, and other deliverables required to provide the Services.
- (b) Where we provide maintenance, support and upgrade services, We reserve the right to perform maintenance, support and upgrades at any time and from time to time, however We will endeavour to provide You with reasonable notice of maintenance, support and upgrades as set out in the Quotation or as soon as practicable after becoming aware of the need for unscheduled maintenance or support that will result in an outage of more than 60 minutes.
- (c) In the event of data corruption or equipment failure, Our support services may include disaster recovery services, and in that case, You acknowledge that any data We or You have retained and which is used to recover Your Site may be out of date and require updating by You.
- (d) Where we provide a hosting service or otherwise provide a service which includes working with Your content, You are entirely responsible for the content of Your Site (including all content that we host on Your behalf as part of this Service Agreement), including:
 - (i) That You warrant that the use, display, publication or distribution of the content does not infringe any laws;
 - (ii) That the content does not contain any virus or otherwise disrupt or corrupt the data or systems of any person;
 - (iii) All dealings You have with users of Your Site.
- (e) You will indemnify and hold harmless the Service Provider against all costs (including legal costs), expenses, damages, accounts or other losses or liability, including those from any actions, suits, proceedings, claims or demands made against or suffered by the Service Provider in connection with:
 - (i) Provision of the Services;
 - (ii) Your Site;
 - (iii) The content that we host for You as part of a hosting service, social media service or other related service;
 - (iv) Any failure by You to meet Your responsibilities described in this agreement;Including any and all claims made against the Service Provider:
 - (v) By users of Your Site;

- (vi) By any third party alleging that the content on Your Site, or any content hosted by Us on Your behalf, infringes any intellectual Property Rights or Moral Rights or any person or otherwise breaches any law.

4. Fees, Invoicing and Payment

- (a) You must pay the Service Provider the Fees for the Services set out in the Quotation at the times specified in the Quotation.
- (b) In addition to the fee, the Service Provider will be entitled to reimbursement by You for travel, accommodation and other out of pocket expenses reasonably incurred in connection with the provision of the Service.
- (c) All amounts payable under this Agreement are expressed as excluding GST.
- (d) In respect of any taxable supply, You must pay to the Service Provider an additional amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fees, subject to the receipt by You of a valid tax invoice.
- (e) The Service Provider will submit to You a valid tax invoice at intervals nominated in the Quotation.
- (f) You will pay the Service Providers' tax invoices on the Due Date set out in the invoice without set-off, deduction or otherwise.

5. Personnel

- (a) The Service Provider will ensure that their personnel have the appropriate qualifications training and experience to perform their tasks comprising the Services competently and in a businesslike manner and that they will conduct themselves diligently with due skill and care.
- (b) The Service Provider may subcontract any work hereunder to any third party without Your prior written consent.

6. Termination and Consequences Following Termination

- (a) This agreement expires on the Expiry Date, or if none is specified at the end of the supply of Services under this agreement.
- (b) A party may terminate this agreement by written notice to the other if any of the following events has occurred in respect of the other party:
 - (i) A material breach of this Agreement which is not remediable or if capable of remedy, where the other party fails to remedy within 14 days of written notice;
 - (ii) Any insolvency event occurs, other than an internal reconstruction with notice to the other party.
- (c) The Service Provider may immediately terminate this agreement by written notice if You commit a serious breach of any of Your obligations, seriously damage the reputation of

the Service Provider, commit an act of dishonesty, fraud, or is charged with a criminal offence or wilfully neglects its obligations for the provision of the Services the subject of this agreement.

- (d) On expiry or termination of this agreement, You will return all hard copies of any Confidential Information You have received or become aware of during the provision of the Services, and all other items of the Service Providers property.
- (e) The expiry or termination of this agreement for any reason will be without prejudice to any rights or liabilities of the parties which have accrued prior to the date of expiry or termination.

7. Limitation of Liability

- (a) To the fullest extent permitted by law, the Service Provider excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages arising out of or in respect of provision of the Services.
- (b) To the fullest extent permitted by law, the Service Provider excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.
- (c) The Service Providers' total aggregate liability for all claims relating to this Agreement is limited to the Fees payable under this Agreement.
- (d) Either party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.
- (e) This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, the Service Provider limits its liability in respect to any claim to, at the Service providers option, in the case of the Services:
 - (i) The supply of the Services again; or
 - (ii) The payment of the cost of having the Services supplied again.

8. Confidentiality

- (a) A party must not, without the prior written consent of the other, use or disclose the others party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or any regulatory authority.
- (b) A party may:
 - (i) Use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
 - (ii) Disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for the purposes related to this

agreement, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

- (iii) Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information whilst it is in the receiving party's possession or control.
- (iv) Each party must return, or at the other party's options destroy, all Confidential Information of the disclosing party in the receiving party's possession or control, on the earlier of the Service Providers request or on termination of this Agreement for any reason.

9. Intellectual Property

- (a) Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.
- (b) You acknowledge that the Service Provider owns all Intellectual Property Rights in the intellectual property including all information and material accessed by You in the provision of the Services including any of the Service Providers unregistered or registered trademarks.
- (c) You must not directly or indirectly do anything that would or might invalidate or put in dispute the Service Providers title in or to their Intellectual Property.

10. General Clauses

- (a) Relationship: Nothing in this agreement constitutes the Service Provider as an employee, partner, joint venture partner or agent of You.
- (b) Governing Law: This agreement is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that state.
- (c) No Assignment: You may not assign any rights or benefits under this agreement without Your prior written consent.
- (d) Entire agreement: This agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this agreement.
- (e) Amendment: An amendment or variation to this agreement is not effective unless it is in writing and signed by all the parties.
- (f) Dispute Resolution: If a dispute arises between the parties, the complainant must not commence any court or arbitration proceedings, except where that party seeks urgent interlocutory relief, unless it has first complied with this clause:
 - (i) The complainant must inform the respondent in writing of the following:
 - A. The nature of the dispute;
 - B. The outcome the complainant desires, and
 - C. The action the complainant believes will settle the dispute.

- (ii) Endeavour to resolve dispute
- (iii) On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 14 business days.
- (iv) Any unresolved dispute or difference whatsoever arising out of or in connection with this agreement shall be submitted to mediation.
- (v) This clause survives termination of this agreement.
- (g) Waiver and amendments: Any waiver by any party to a breach of this agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.
- (h) Events beyond control: Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.
- (i) Severance: If anything in this agreement is unenforceable, illegal or void, it is severed and the rest of the agreement remains in force.
- (j) Notices: A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:
 - (i) Delivered personally; or
 - (ii) Posted to their address when it will be treated as having been received on the second business day after posting; or
 - (iii) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
 - (iv) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.
- (k) Counterparts: This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.
- (l) Electronic Signature: This agreement may be executed by any and all parties by way of affixing an electronic signature which identifies the person affixing the signature. It is agreed that affixing an electronic signature is a reliable method of indicating approval of the contents of this agreement. This agreement may also be executed and delivered by email and the parties agree that such scanned execution and email delivery will have the same force and effect as delivery of an original document with original signatures. In either case, each party may use such electronic signature or scanned signature as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.
- (m) Costs: Each party will pay their own costs in relation to this agreement.

11. Definitions and Interpretation

11.1 In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (e) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (f) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

11.2 In this agreement the following terms have the meaning below:

- (a) Confidential Information, means all information provided by one party to the other party in connection with this Agreement where such information is identified as confidential at the time of its disclosure or ought reasonably be considered confidential based on its content, nature or the manner of its disclosure, but excluding:
 - (i) Information that enters the public domain or is disclosed to a party by a third party, other than through a breach of this Agreement; and
 - (ii) Information developed independently by a party.
- (b) Fees, means the fees for the Services as specified in the Quotation.
- (c) Force Majeure Event, means any event beyond the control of the relevant party.
- (d) Intellectual Property Rights, means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names, know how and other rights of a similar nature, whether registrable or not and whether registered or not, any any applications for registration or rights to make such an application.
- (e) Moral Rights, has the meaning given under the Copyright Act 1968 (Cth) and includes any similar rights existing in other countries.
- (f) Quotation, means the quotation provided by Influence IT Consulting Pty Ltd and executed by You.
- (g) Services, means the services set out in the Quotation.

(h) Site, means the website which we are developing, maintaining, supporting or hosting for You, or on which we are posting and distributing content and other social media platforms that are incorporated into our services.

(i) You or Your, means the entity or persons described in the Quotation.

SIGNED AS AN AGREEMENT

SIGNED BY INFLUENCE IT CONSULTING PTY LTD in the presence of:)) Signature
..... Signature of witness		
..... Print name of witness		

SIGNED BY in the presence of:)) Signature
..... Signature of witness		
..... Print name of witness		