
**MAINTENANCE AND SUPPORT
SERVICES AGREEMENT**

**Integ Communication Solutions
Pty Ltd, ABN 34 094 106 528**

THE PARTIES AGREE as follows:

1. TERM OF AGREEMENT

- a) This Agreement is formed when the customers purchase order is accepted by Integ or the Appendices are signed by the customer. Such acceptance is either by notice to the Customer, counter signing the Appendices or by the commencement of maintenance and support. The Agreement shall continue in accordance with Clause 10 for an initial term of 12 months.
- b) At the end of the initial term, this Agreement will automatically continue on a annual term basis until terminated in writing (no less than 90 days notice before the end of the term) by either party.

2. INTEG'S PRIMARY RESPONSIBILITIES

2.1 Maintenance and support of Solution Components

- a) Integ will support Solution components as specified in Appendices or Ancillary documents.
- b) Integ warrants that it will provide maintenance and support using appropriate materials at all times; using appropriate techniques and industry standards; using personnel who have appropriate skill, training and expertise, using due care, skill and attention.

2.2 Maintenance and support of Additional Components

Integ will support any additional solution components purchased by the Customer from Integ to expand or otherwise complement the Solution provided such additional components are specified in a schedule that has been endorsed by Integ, signed by the Customer, annexed to this Agreement, and charged accordingly.

2.3 Replacement Hardware

Any required replacement parts will be furnished by Integ on an exchange basis and will be new standard parts or parts of equal quality and provided with a manufacturer equivalent warranty. Where a part or unit is replaced, the replaced part or unit shall become the property of Integ and the replacement part or unit shall become the property of the Customer upon installation of the working replacement part.

3. THE CUSTOMER'S PRIMARY RESPONSIBILITIES

3.1 Access by Integ

If Integ needs to perform on-site maintenance and support the Customer will be notified, and Integ will ensure that all representatives comply with the Customer's documented onsite requirements.

3.2 Care and Use of the Hardware

The Customer will care for the hardware, house it in suitable premises with suitable environmental conditions and follow reasonable operating or other instructions for the care and use of the solution. The engagement of Integ support and maintenance to resolve an issue caused by not addressing the suitable care and use of the solution is out of scope of this agreement.

3.3 Alterations to Solution Components

In the event that non authorized Integ staff or representatives undertake activities on solutions covered by this agreement, which subsequently result in an Integ engagement of support and maintenance to resolve, this engagement is out of scope of this agreement.

4. SERVICE LIMITATIONS

4.1 Unusual Maintenance and support Requirements

If maintenance and support or repair services requested as a result of causes which Integ deems are other than normal wear and tear, are outside the scope of this Agreement.

4.2 Non-Standard Components or Components Not Supported by Integ

In the event that any Maintenance and support is required for any Component which is not of a standard and type approved by Integ, or is of an age and type which Integ in its discretion decides and advises the customer in writing it will no longer support, then Integ will be entitled to charge the Customer for any such maintenance and support it elects to carry out in accordance with the Integ standard service rates in force at the time. Integ agrees that, at the time of the execution of this Agreement and for the initial term, the Solution is of a type and standard approved by Integ for the purposes of this sub-clause.

5. CHARGES AND PAYMENT

5.1 Payments to Integ

The Customer agrees to pay the Maintenance Charges in advance, and within 14 days of invoice.

5.2 Price Increases

Integ may increase the Maintenance Charges by a maximum amount equivalent to the percentage increase in the Consumers Price Index or otherwise as is reasonably determined by Integ to cover any increases in its costs, changes to the Solution, or market rates.

Integ shall only be entitled to increase the Maintenance Charges once each calendar year on the anniversary of the contract commencement date or where the Solution is changed or additional Solution components are purchased.

Integ may only increase the charges on ninety (90) days prior written notice to the Customer.

5.3 Failure to Pay

If the Customer fails to make any payment on their account for purchased Products and/ or Services or under this Agreement by the date such payment is due, Integ can, in addition and without prejudice to any other rights it may have, charge interest. Interest on any overdue amount will accrue from the date payment is due and shall be calculated on a daily basis from (and including) the date payment is due until (but not including) the date payment is made in full with interest. Interest shall accrue at a rate of 0.3% per week.

In addition, if the Customer fails to pay any invoices when the invoices are due:

- a) Integ can suspend the performance of the Maintenance and support Services until the unpaid amount is received regardless if the unpaid invoice is for Maintenance and support or Product / Services and in addition;
- b) Integ can withhold delivery of any supplies due to be provided to the Customer in accordance with any Purchase Order and;
- c) Integ will not be liable to the Customer for any loss or damage the Customer suffers where Integ exercises its rights under this clause.
- d) In the event of Integ instructing it's solicitors to collect an overdue amount, all legal fees and collection charges as between solicitor and Integ shall be borne and charged to the Customer

5.4 Additional Work by Integ

Maintenance and support or repair services outside the scope, coverage hours or terms and conditions of this Agreement may be provided at the written request of the Customer or where such maintenance and support or repair services are urgently required or otherwise incidental to or necessary for the carrying out of maintenance and support. Integ may provide the Customer with a quotation and require a work order from the Customer prior to commencement of such maintenance and support or repair services. Integ shall be entitled to charge the Customer for all and any works, services and reasonable costs and expenses incurred by Integ, at the Integ rates prevailing at the time the charge is incurred.

5.5 Other Charges

All Government charges, taxes (including, without limit, goods and services tax) and levies will be paid by the Customer and are additional to the Maintenance Charges or other charges payable under this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

The Customer must promptly notify Integ of any infringement, or claimed infringement, of any third party's Intellectual Property Rights arising from the Maintenance and support Services and the Customer will:

- a) Give Integ all information available to the Customer in connection with the Infringement;
- b) Render its full co-operation and assistance to Integ in relation to resolving the Infringement;
- c) Not, without the prior written consent of Integ, make any admissions concerning the Infringement; and
- d) Release and hold Integ harmless from any liability in respect of any Infringement;

And Integ has sole control, at its own expense, of all matters relating to any claim including any defence, negotiations, settlement or compromise in respect of the claim.

7. INDEMNITY AND LIABILITY

a) The Customer must indemnify Integ in relation to all losses, damages, expenses, claims, demands, actions and suits suffered or incurred by, or made or instituted against Integ as a result, directly or indirectly, of a breach by the Customer of its obligations under the Agreement.

b) Subject to any condition, warranty or right implied by the Trade Practices Act 1974(Cth) or any other law which cannot by law be excluded by agreement, Integ gives no warranties apart from those, if any, expressly set out in the Agreement and all other implied conditions, warranties and rights are excluded.

c) Where any condition, warranty or right is implied by law and cannot be excluded, Integ limits its liability for breach of that implied condition, warranty or right to the extent permitted by law.

d) Integ's liability for any breach of any implied condition, warranty or right, in connection with the supply of goods or services, is limited as follows:

i) In the case of goods supplied, to any one or more of the following (as Integ may determine):

the replacement of the goods or the supply of equivalent goods

the repair of the goods

the payment of the costs of replacing the goods or of acquiring equivalent goods; or

the payment of the costs of having the goods repaired; and

ii) In the case of services supplied, to one of the following (as Integ may determine):

the supplying of the services again; or

the payment of the costs of having the services supplied again.

e) Integ will not be liable for any special, indirect or consequential losses suffered or incurred by the Customer or any third party arising from or in connection with any breach of this Agreement, negligence, or other action or contravention of any statute. In any cases where liability is not, or is not able to be, excluded, the total liability of Integ arising from any breach (or series of related breaches) of this Agreement, negligence or other action or contravention of any statute shall not exceed an amount equivalent to the annual Maintenance Charge paid by the Customer.

f) The parties agree that indirect or consequential loss or damage, for the purpose of clause means or includes:

i) Any financial loss or expense including loss of business opportunity, including where caused by loss of use or of goodwill, loss of data or delay in the performance of any obligation;

ii) Any expense incurred in connection with that loss or in mitigation or attempted mitigation of that loss and

iii) Payment of liquidated sums or damages in accordance with any other agreement,

iv) Subject to all clauses under Indemnity and Liability and Responsibility, except in the case of any claim for damages arising from the death of, or injury to, any person caused by any willful or negligent act or omission of Integ, but otherwise notwithstanding anything else to the contrary contained in or implied in the Agreement, any liability which Integ may have to the Customer in relation to:

a) breach of an obligation in relation to the Maintenance and support Services, will be limited to the remedies set out in the clauses above; and

b) otherwise, for the aggregate of all events, is limited to the total Fees then paid by the Customer under the Agreement during the period of 12 months commencing on the date on which the cause of action arose.

8. GST

a) **GST Law** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other law dealing with the imposition or administration of a goods and services tax in Australia. Terms used in this clause which are defined in the GST Law have the meanings given in that law.

Each party warrants to the other that it is registered for GST. Each party must notify the other if it ceases to be registered for GST.

b) Amounts payable under the Agreement do not include GST unless otherwise stated.

If any payment made or other consideration given by a party (Payer) in connection with this agreement does not include GST and is the consideration for a taxable supply for which the party who makes the supply (Supplier) is liable for GST, the Payer must, at the same time as the consideration is given, pay to the Supplier an additional amount equal to the amount of the consideration multiplied by the rate of GST under the GST Law.

c) Any reference in the Agreement to a cost or expense to be reimbursed by one party to another (Payee) includes any GST payable in connection with a taxable supply to which that cost or expense relates, less the amount of any input tax credit that the Payee or, if the Payee is a member of a GST group, the representative member of the GST group is entitled to claim.

9. EXEMPTIONS

9.1 Force Majeure

Neither party will be liable under this Agreement for a failure to perform their respective obligations under this Agreement or at law (excluding any obligation to pay money) if the failure arises from or is in connection with any of the following force majeure events (whether happening in Australia or elsewhere), including, without limitation any acts of God, refusal of licence or other government act, fire, flood, storm, terrorism, explosion, accident, industrial dispute, impossibility of obtaining materials, or anything beyond the relevant party's control. The Customer acknowledges and agrees that Integ will not be liable for a failure arising from or in connection with any failure by a network or service provider, or a force majeure event applicable to its employees, suppliers, agents, or sub-contractors.

9.2 Industrial Disputes

Integ agrees that Clause 9.1 will not apply where an industrial dispute occurs between Integ and its employees.

9.3 Implied terms

The Customer represents and warrants that the Customer is acquiring the goods or services under this Agreement for the purposes of its own business use.

10. TERMINATION

10.1 Termination by Customer

a) The Customer may terminate this Agreement in whole or in part at any time if Integ breaches any material obligation under this Agreement, and fails to remedy such breach within thirty (30) days (or such period as is reasonable in the circumstances) after the Customer has given Integ written notice detailing the breach and requesting Integ to remedy the same.

b) The Customer may terminate this Agreement if Integ becomes, or threatens to become, or is in jeopardy of becoming, subject to any form of insolvency administration.

c) If the Customer terminates this Agreement under this Clause 10.1, Integ must reimburse prepaid fees to the Client as set out below:

- a) where the Customer has paid in advance, Integ must give the Customer a pro rata refund; and
- b) where the Customer has otherwise paid any fees for services that have not been provided as at the effective date of termination, Integ must refund the prepaid fees to the Customer. The refund period will be limited to the period of the last invoice that has been paid.

10.2 Termination by Integ

Integ may terminate this Agreement in whole or in part at any time if the Customer breaches any material obligation under this Agreement, and fails to remedy such breach within thirty (30) days (or such period as is reasonable in the circumstances) after Integ has given the Customer written notice detailing the breach and requesting the Customer to remedy the same. Integ may terminate this Agreement in whole or in part immediately upon written notice to the Customer if:

- a) the Customer fails to meet its payment obligations under this Agreement;
- b) the Customer becomes / is insolvent.
- c) the Customer purports to assign any of its rights under the Agreement without Integ's consent.

If Integ terminates this agreement in 10.2 there will be no reimbursement of prepaid fees to the customer.

10.3 Consequences of Termination

Upon and from the termination of this Agreement, all sums due and outstanding under this Agreement shall become immediately due and payable in full (even if the due date thereof has not yet arrived).

10.4 Continuing Obligations

Except as provided in this Clause 10.4, termination shall not relieve either party from any obligation or liability arising prior to the date of termination.

10.5 Survival of Obligations

Notwithstanding termination, the obligations of either party which are intended to or by their nature survive termination (including Clauses 5, 6, 7, 10, 11, 12 and 13) shall survive termination of this Agreement.

11. CONFIDENTIALITY

11.1 Non-Disclosure

Both parties agree that, unless they have the prior written consent of the other, they and their respective employees and agents will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information confidential to the other party whether conveyed before, during or after the term of this Agreement.

11.2 Exceptions to Non-Disclosure

Clause 11.2 shall not apply to the extent that the information:

- a) was rightfully obtained by the recipient from third parties;

b) is legally required to be disclosed (provided that in each case the recipient shall provide the owner of the information with as much prior notice of the required disclosure as practicable);

c) was part of the public domain at the time of receipt;

d) was known to the recipient at the time of receipt; or

e) becomes generally available to the relevant public after the execution of this Agreement otherwise than as a breach of an obligation of confidence express or implied by this Agreement.

12. MEDIATION

12.1 Negotiate in Good Faith

The parties agree to attempt to resolve any dispute which may arise under the Agreement through negotiations in good faith. Except as provided in Clause 12.5, no party shall commence any arbitration or litigation in relation to this Agreement unless it has first given the other party notice of the dispute, and invited the chief executive for the other party to meet with its own chief executive for the purpose of endeavouring to resolve the dispute on mutually acceptable terms.

12.2 Disputes Not Settled By Negotiation

If any dispute arising under this Agreement cannot be settled by negotiation between the parties or their respective representatives, the parties may in their discretion agree to take the dispute before a mediator agreed between the parties.

12.3 Mediator Appointed

The mediation shall be conducted by a mediator appointed and at a fee agreed and borne equally by the parties. Failing Agreement between the parties, the mediator shall be appointed, by the president for the time being of the Law Institute of New South Wales on the application of either party. The mediation will be held in the Sydney, New South Wales unless the parties otherwise agree. The parties must observe the instructions of the mediator about the conduct of the mediation. If the dispute is resolved under this mediation procedure then the parties must sign the terms of the Agreement which will become final and binding on them. The mediation will be confidential and written statements prepared for the mediator or for a party and any discussion between the parties and between them and the mediator during the mediation procedure cannot be used in any subsequent proceedings in connection with the dispute.

12.4 Unresolved Dispute

If the parties have not settled any dispute by mediation within thirty (30) days of the notice referred to in Clause 12.1 the parties will no longer be obliged to continue to mediate.

12.5 Equitable Relief

Nothing in this shall preclude either party from taking immediate steps to seek urgent equitable relief before a court of competent jurisdiction.

13. GENERAL

13.1 Governing Law

This Agreement shall be governed by the laws of the State of New South Wales and shall be subject to the non-exclusive jurisdiction of the Courts of the State of New South Wales.

13.2 Entire Agreement

This Agreement together with any Ancillary documents constitutes the entire Agreement with respect to Maintenance and support of the Solution between the parties. The Customer acknowledges that it is not entering into this Agreement on the basis of any representation or warranty made by Integ or any related company of Integ which is not expressly set out in this Agreement.

13.3 Variations

Except as otherwise stated in the Agreement, this Agreement shall not be deemed or construed to be modified or amended in whole or in part except by written amendment by the parties hereto.

13.4 Waiver

All rights, powers and remedies of the parties shall remain in full force, notwithstanding any neglect or delay in the enforcement

thereof. The parties shall not be deemed to have waived any term or condition of this Agreement unless such waiver is in writing and signed by the relevant party and any such waiver shall only apply to the particular transaction, dealing or matter in respect of which it was given.

13.5 Severability

In the event that any of the provisions of this Agreement shall be held by a court or tribunal of competent jurisdiction to be invalid, void, illegal, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect and be construed so as to best effect the intention of the parties.

13.6 Non-Employment

For the Period during which this Agreement is in effect, and for a period of twelve (12) months thereafter, neither party will solicit for employment employees of the other. However, should one party advertise a position and an employee of the other party be the successful candidate and be offered the position, a placement fee will be chargeable, such placement fee being equal to three (3) months of the annual salary offered for the advertised position.

14. NOTICE

Any notice required or authorised hereunder to be served by one party on the other is to be delivered to that party either personally, or by email, or by facsimile, or by posting it (registered postage prepaid) addressed to that party at its facsimile number, or its address in Australia last known to the other party. A notice so posted shall be deemed to have been served two (2) days after that date of posting and proof that the notice was properly addressed and posted shall be sufficient evidence of service. Any notice sent by facsimile shall be deemed to have been served upon generation of a transmission report by the sender's facsimile machine confirming the complete and error-free transmission to the correct facsimile number of the recipient and shall be sufficient evidence of service.

15. ASSIGNMENT

Neither party may assign any or all of its rights under this Agreement without the prior written consent of the other party. Any waiver or consent is effective only if in writing and properly signed by both parties.

16. SUBCONTRACT

Integ may, with the prior written consent of the Customer (which must not be unreasonably withheld or delayed), sub-contract any of the Maintenance and support or any part of this Agreement to a third party. Unless otherwise notified by Integ such third party costs and charges are included as part of the Maintenance Charges. If Integ appoints a sub-contractor, Integ will not be relieved of any of its liabilities or obligations under this Agreement and will be liable to the Customer for the acts, defaults and neglects of any sub-contractor or any employee or agent for the sub-contractor as if they were the acts, defaults or neglects of Integ.

17. DEFINITIONS

"Agreement" means this document in its entirety including any Ancillary documents.

"Ancillary documents" means documents pertaining to the proposed and agreed Maintenance and support Services.

"Commencement Date" means start date of Agreement.

"Intellectual Property Rights" means intellectual property rights at any time protected by statute or common law including copyright, trade marks (whether or not registered), patents, registered designs and rights in circuit layouts.

"Maintenance and support Services" means the services to be provided by Integ to the Customer pursuant to this Agreement

"Maintenance Charges" means the charges set out in Ancillary documents.

"Solution" means the Hardware and or Software listed in Appendices, Scope of Services and includes additional or other solution components as agreed between the parties in writing from time to time.

"Support" means the provision by Integ of such maintenance and support and repair services (including the supply of parts and units) it considers necessary to keep the Solution in good operating condition on the terms and conditions set out in this Agreement.

"Urgent Maintenance and support" means maintenance and support required immediately as failure is causing considerable inconvenience.

"Year" means 12 consecutive months from Agreement Commencement Date.