

STANDARD TERMS FOR ITAAS CONFERENCE CENTRE

1 SERVICE AND TERM

- 1.1 During the term of this agreement Integ will provide a Hosted Conference bridge service (The Service) to enable the customer to conduct conferencing sessions as defined in the Integ proposal (or statement of work.)
- 1.2 Acceptance of this agreement is in effect once Integ has accepted the Customer purchase order for the initial term.
- 1.3 The term will commence on the 1st day of the month following Integ's advice to the customer that The Service has been commissioned.
- 1.4 The initial term will be stated in the proposal. At the end of the initial term The Service will continue on a month by month basis unless terminated.

2 FEES AND PAYMENT

- 2.1 The Fees will be as specified in the proposal for the initial term and are exclusive of all taxes and duties unless stated otherwise in the proposal.
- 2.3 The fees will be invoiced monthly in advance and include any GST payable.
- 2.4 Payment is due within 30 days of the invoice date.
- 2.5 Fees will be reviewed by Integ at the end of the initial term and annually thereafter. New fees will be effective in the month following notification of any increase.

3 TITLE AND RISK

- 3.1 Title and Risk in any hardware or software and service provided by Integ to enable the service shall remain with Integ for the duration of the term.
- 3.2 The customer agrees that it does not obtain any ownership rights in respect to the hardware, software or service during the term or after termination of this agreement.

4 CUSTOMER OBLIGATIONS

- 4.1 The customer is obliged only to use The Service where the customer is an active participant and as permitted under the terms of this agreement for the customer internal business use
- 4.2 The customer shall;
- Not resell, assign, sub rent, transfer, change or make commercial use of The Service.
 - Accept responsibility for the content of all visual, written or audible communications sent by participants utilising the service. The customer further agrees not to use The Service to communicate any message or material that is harassing, libellous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation.

5 SUPPLIER OBLIGATIONS

- 5.1 During the term of the Agreement Integ shall provide The Service and ensure all the necessary regulatory approvals, and complies with all applicable regulatory standards and is capable of operating with The Service.

- 5.2 Integ reserves the right to carry out product improvement programmes, which could result in changes to The Service to be delivered under this agreement.

- 5.3 Integ will delete any content if and when instructed by the customer or relevant Government Authority.

6 WARRANTY

The Service is provided by Integ "as is". Integ expressly disclaims all Warranties of any kind, express or implied, including without limitation any Warranty or merchantability, fitness for a particular purpose or non-infringement. Integ makes no Warranty or representation regarding the results that may be obtained from the use of The Service, regarding the accuracy or reliability of any information obtained through The Service, regarding any transactions made through The Service or that The Service will meet any user's requirements, or be uninterrupted, timely, secure, error free. Use of The Service is at the customer's sole risk. Any material and/or data downloaded through the use of The Service is at the customer's discretion and risk. The entire risk arising out of the use or performance of The Service remains with the customer.

7 INDEMNITY AND LIABILITY

- 7.1 Notwithstanding any other provision of this Agreement and any Statement of Work, neither party shall be liable for any consequential loss or damage (including loss of profits, saving and revenue or for those of a third party claimed against the other), whether or not a party has advised or might be aware of same. This clause does not affect your obligation to pay any fees due to Integ for The Service.
- 7.2 For all causes and claims under this Agreement, Integ's cumulative liability for all defaults (including multiple or a series of events): - will be limited to the amount actually paid for The Service in the previous 12 months (if any).

8 TERMINATION

- 8.1 The agreement may be terminated by either party by providing 60 days written notice to the other.

8.2 If the Customer serves notice to terminate this Agreement before the completion of the Initial Term then the Customer must pay within 30 days:

- All overdue invoices.
- A Cancellation Fee equivalent to 50% of the remaining fees up to the end of the initial term.
- This Contract for iTaaS CONFERENCE Centre services may be terminated without prejudice or financial penalty on the acceptance of a full iTaaS solution of equal or greater value. Such a replacement contract would be under the terms and conditions of the iTaaS solution and subject to such conditions

9 MISCELLANEOUS

- 9.1 The Agreement will be governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that State.

COMMERCIAL-IN-CONFIDENCE