

PROLANCER STANDARD SERVICES AGREEMENT

This Standard Service Agreement, the Service Schedule(s) and the Service Order Form(s) will together form agreement between Prolancer Pty Ltd - ACN 115 942 357 - and you (the Agreement).

By completing the Service Order Form you agree to be bound by the Agreement.

If there are any inconsistencies between the documents that form the Agreement, the order of precedence is this Standard Services Agreement, the Service Schedule(s) and then the Service Order Form(s).

You represent to us that you are lawfully able to enter into agreements (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1. THE SERVICES

1.1 Services

- (a) The Service Schedule(s) and related Service Order Form(s) set out the nature of the Services that we will provide to you.
- (b) Whenever we provide you with a Service, we will:
 - (i) Provide the Service with care and skill;
 - (ii) Use best endeavours to begin providing the Service within a reasonable time or by any service commencement date set out in the relevant Service Schedule or Service Order Form; and
 - (iii) Ensure the Service substantially conforms to any specifications that we provide.
- (c) We may replace an existing Service with another service by giving you thirty (30) days' prior notice, where the Charges for the new service are equivalent to the Charges for the Service being replaced and the functionality of the new service is substantially the same as, or better than, the Service being replaced, as reasonably determined by us.

1.2 Service Levels

- (a) If a Service Schedule sets out Service Levels for a Service then we will endeavour to provide that Service in accordance with those Service Levels.
- (b) Our liability for a failure to meet a Service Level will be as set out in that Service Schedule and you acknowledge this is your only remedy in relation to a failure by us to meet a Service Level.

1.3 Equipment

- (a) If required for a Service, we may supply Equipment to you. You may request upgrades or new versions of Equipment and we will advise you of the availability and any additional costs associated with the upgrade or new version.

1.4 Installation and Commissioning

- (a) We will use best endeavours to carry out any Works within the timeframe that we agree with you which may be set out in the Service Schedule or the Service Order Form.
- (b) The Charges for any Works are based on the information you have provided to us. If that information is inaccurate or an unforeseen event occurs, we may charge you for any additional cost we incur in completing the Works provided that, if reasonably practicable, we notify you of such additional costs before they are incurred and agree them with you.
- (c) You will promptly provide us with reasonable and safe access to your premises and assistance from your employees to allow us to carry out the Works.
- (d) You warrant that you have obtained all necessary permissions to enable us to undertake the Works and for you to confer on us all rights under the Agreement.

1.5 Repairing Faults

- (a) We will arrange for the repair of any fault in Our Network (up to and including the Network Boundary) or in Our Equipment which adversely affects the Service.
- (b) We are not responsible for rectifying any fault in the Service where the fault arises in or is caused by a third party network, your equipment or any other equipment or facilities beyond the Network Boundary.
- (c) The Charges cover the cost of us repairing faults in the Service during our normal service hours of 08:00 to 18:00 on Business Days unless such faults are caused, or contributed to, by you, your employees, contractors or other users of the Service supplied to you.
- (d) If you want us to investigate or repair any faults or defects not covered by the Charges then we may charge you additional charges for the work carried out. Such additional charges will be agreed with you before being incurred.

2. YOUR RESPONSIBILITIES

2.1 General Responsibilities

Whenever we provide a Service to you, you will:

- (a) Comply with the Agreement and all applicable laws, regulations, standards and codes;
- (b) Provide us with information that we reasonably require to provision and supply the Services to you;
- (c) Not resupply or resell the Service without our prior written consent;
- (d) Follow our reasonable directions about the use of the Service;
- (e) Ensure that all information you give us is correct, current and complete;
- (f) Use the Service for lawful purposes and without being a nuisance to anyone;
- (g) Never interfere with the reasonable use of the Service by our other customers;

- (h) Be solely liable for all information and data carried over Our Network or a third party network as a result of your use, or deemed use, of the Service;
- (i) Be solely liable for all information and data stored in Our Network;
- (j) Report to us as soon as possible any unauthorised use of the Service;
- (k) Be responsible for any of your agents, employees, contractors or other service providers who have access to the Service;
- (l) Provide a suitable environment for us to supply the Services. If you fail to do so we will not be liable for any failure to provide the Services as a result.

2.2 Our Equipment and Network

- (a) Ownership of Our Equipment remains with us or our suppliers (as the case may be). You assume all risks associated with Our Equipment from the date you pick up Our Equipment or it is delivered to you.
- (b) We may modify or replace Our Equipment provided that there is no adverse impact on the Service during your normal business hours.
- (c) For your own safety, and so that the Service is not disrupted, you must:
 - (i) Arrange for Our Equipment to be installed in a suitable place;
 - (ii) As we may specify, protect Our Equipment from radio or electrical interference, power fluctuations, abnormal environmental conditions, theft and any other risks and ensure it is not damaged and remains in good condition;
 - (iii) Only locate and/or use Our Equipment at the agreed site location and not part with possession except to return that equipment;
 - (iv) Not enter into any agreement or other dealing that might affect our ownership of Our Equipment and comply with all reasonable instructions we give you to protect our ownership of Our Equipment;
 - (v) Give us reasonable access to your premises for the purpose of repairing, maintaining or developing Our Network or Our Equipment, or for any other reasonable purpose related to the Service;
 - (vi) Only permit Our Equipment to be repaired, serviced, moved or disconnected by us or our authorised contractors unless we otherwise permit in writing;
 - (vii) Obtain our written approval prior to connecting or changing a connection to Our Equipment or Our Network;
 - (viii) Follow our reasonable directions or those of our contractors or the manufacturer when connecting anything to Our Network or Our Equipment or otherwise operating Our Equipment and ensure it is installed to our specifications and complies with any applicable Australian standards;

- (ix) Never use Our Equipment for purposes for which it is not designed; and
 - (x) Pay our charges for repairing or replacing any part of Our Network or Our Equipment which is lost or damaged by you, your agents, employees, contractors or other users of the Service supplied to you. If you become aware of any malfunction in, loss of, or damage to, Our Equipment, you must notify us immediately in writing. There is no charge where damage occurs through normal wear and tear.
- (d) Where third party equipment or network is used to provide the Service, you must comply with any requirements of such third party in relation to that equipment or network.
- (e) We recommend that you arrange suitable insurance cover for any loss, damage or liability you may incur arising from the Agreement.

2.3 Software

- (a) Where we provide you with any software to use:
- (i) We remain the owner or licensee of the software;
 - (ii) You may use the software only for the purposes for which it is provided under the Agreement;
 - (iii) Your right to use the software may not be assigned or otherwise transferred to anyone else without our prior written consent;
 - (iv) You will not change or interfere with the software in any way;
 - (v) You will not use the software to recreate or reverse engineer any source code or copy any part of the software except for the purposes of our approved backup or testing procedures; and
 - (vi) You will comply with any further requirements we impose in relation to the software or, where relevant, any requirements of the owner or licensor of the software.
- (b) We may at any time install upgrades or new versions of the software and you shall co-operate to the extent necessary for us to be able to do so.

2.4 Purchased Equipment

- (a) If required for the provision of the Service, we will sell to you the Purchased Equipment and in return, you will pay to us the Charges set out in the applicable Service Order Form or Service Schedule.
- (b) We will supply any Purchased Equipment to the location set out in the applicable Service Order Form or as we otherwise agree in writing.
- (c) Risk for damage to, or loss of, the Purchased Equipment passes to you on delivery of the Purchased Equipment. Title to the Purchased Equipment does not pass to you until the Charges for the Purchased Equipment have been paid in full. Until then, you retain it as the fiduciary agent and bailee of us and must protect the Purchased Equipment in accordance with clause 2.2 as though it was Our Equipment.

- (d) Where Charges for Purchased Equipment have not been paid in full by the due date, we may reclaim possession of the Purchased Equipment and you irrevocably authorise us to enter any premises to enable us to reclaim possession of the Purchased Equipment.
- (e) We will make reasonable efforts to assign to you supplier warranties provided in respect of the Purchased Equipment but otherwise give no warranties regarding the Purchased Equipment.

2.5 Indemnity

- (a) You indemnify and will keep us indemnified for any Loss suffered or incurred by us due to a breach of the Agreement by you except where such Loss is directly due to a negligent act by us. Your liability under this indemnity is not limited by clause 5.1(c) or clause 5.1(e).

2.6 Authorisation

- (a) Provided that we act reasonably, we are entitled to assume that any request in connection with the Service we receive from you, your agents, employees or contractors, or from the premises where the Service is being supplied or accessed, is authorised by you.

2.7 Responsibility for Your Equipment

- (a) You are responsible for implementing and maintaining the security of your network and equipment.
- (b) You are liable to pay all Charges in connection with use of a Service resulting from a breach of your security. This includes use of the Service not authorised by you, for example, as a result of viral infection of any computer or related equipment on your network, attacks from the Internet, denial of service attacks, PABX hacking, account/password misuse, SPAM and misuse of the Service by third parties including your employees and contractors.

2.8 Interception of Service

You acknowledge that we, or our authorised delegate, may:

- (a) Intercept the Services or the data being transmitted over the Services if you fail to comply with the Agreement or any applicable laws or to enable us to comply with our obligations at law; and
- (b) Investigate any misuse of the Services by you including in conjunction with any law enforcement agencies.

3. CHARGES AND INVOICES

3.1 Charges

- (a) You must pay the Charges in each invoice issued by us by the due date on the relevant invoice or, if no due date is specified, within ten (10) days of the invoice date.
- (b) If You do not pay an invoice in full by the due date, we may charge you a default charge on the unpaid amount on a daily basis from the due date until payment is made at the rate of no more than 3% above the ANZ Bank Corporate Overdraft Reference Rate published on the first day of the month of the due date.

3.2 Invoicing

- (a) If you consider there is a mistake in any invoice, you must notify us within three (3) months of the date of the relevant invoice with full details. We will investigate the matter and report back to you as soon as practicable. If the matter cannot be resolved, the procedure under clause 8 must be followed. If we have made a mistake, we will adjust a later invoice or issue a credit note.
- (b) As a condition of us providing the Service to you, we may require you to lodge some form of security from which we may deduct the Charges and other amounts payable by you, in the event that you fail to pay such amounts by the due date of payment or this Agreement is terminated. You will ensure that the original amount of any security is restored within 5 days of any deduction by us pursuant to this clause. We may also set a spend limit for the provision of Service to you from time to time, as notified to you.
- (c) You must pay our Charges by electronic funds transfer or other means specified on the invoice. If an invoice specifies that payment by credit card or an online payment service is acceptable and you pay us by credit card or an online payment service then we may charge an additional fee to you that will not exceed any fee we incur for processing your payment.
- (d) If any payment is dishonoured or rejected, we reserve the right to charge you a reasonable administration fee.

3.3 Changes to Charges

- (a) We may vary the Charges if:
 - (i) We continue to provide the Service after the end of any Minimum Period, unless otherwise stated in the applicable Service Order Form; or
 - (ii) You have requested a change to the Service to be provided and we have agreed in writing to that change.
- (b) We may vary the Charges at any time if there is an increase in the amount that we must pay to any of our suppliers in providing the Service to you.

3.4 Cancellation Charges

- (a) You will be liable to pay a Cancellation Charge if:
 - (i) You terminate all or any Individual Services or the Agreement before the end of the Minimum Period other than in accordance with clause 9.2(a); or
 - (ii) We terminate all or any Individual Services or the Agreement prior to the end of the Minimum Period in accordance with clause 9.2.
- (b) Except as expressly set out in a Service Schedule the Cancellation Charge is the sum of:
 - (i) The unrecovered proportion of the costs we have incurred in provisioning the Individual Services that have been terminated (where those costs have been amortised on a straight line basis over the Minimum Period); and

- (ii) Any costs that we will incur in connection with the Individual Services that have been terminated to the extent that we are unable to avoid such costs after taking reasonable steps to do so; and
 - (iii) An amount equal to 50% of your average actual monthly spend or Minimum Monthly Commitment (whichever is the greater) on the terminated Individual Services as invoiced by us in the 3 months (or part thereof) immediately preceding the month of termination, multiplied by the number of months, or part thereof, between the date of termination and the end of the Minimum Period; and
 - (iv) Reimbursement to us of any rebates, credits, technology funds, refunds or discounts, including but not limited to volume rebates, loyalty discounts and service credits on the full amount of our standard charges, provided to you during the Agreement.
- (c) You agree that the Cancellation Charge is a reasonable estimate of our likely financial loss if any Individual Services are terminated prior to the end of the Minimum Period.
- (d) We may invoice you for all or part of that Cancellation Charge payable by you under this clause 3.4. You will pay any Cancellation Charge by the due date on the invoice or, if no due date is specified, immediately.

3.5 Taxes

- (a) Unless otherwise expressly stated in the relevant Service Schedule and/or Service Order Form, the Charges are exclusive of Indirect Taxes.
- (b) You must pay us, in addition to the Charges, an amount equal to any Indirect Taxes payable on the supply of the Service under this Agreement. That additional amount is payable at the same time as any part of the Charges is payable. We will issue a tax invoice to you for the supply of the Service at or before that time.

4. SERVICE DISRUPTION

- (a) We may temporarily suspend or restrict any Service:
- (i) If we believe it necessary to do so to comply with any law or an order or request of any Regulator;
 - (ii) To protect any person, equipment or Our Network and/or to attend to any emergency;
 - (iii) During any scheduled maintenance period; or
 - (iv) If the Service is used in an excessive or unusual way (though we are not obliged to do so and you remain liable to pay for any Charges incurred for any excessive or unusual usage).
- (b) Unless otherwise stated in a Service Schedule, we will:
- (i) Give you at least three (3) day' notice of scheduled maintenance that is likely to affect your Service; and

- (ii) Not carry out any scheduled maintenance between 08:00 and 18:00 on Business Days unless we agree.

5. LIABILITY

5.1 Limitation of Liability

- (a) To the extent permitted by law we exclude all statutory or implied conditions or warranties. We do not warrant that Services will be free of interruptions, delays or faults.
- (b) To the extent permitted by law our liability in relation to the Agreement under any term, condition, warranty, undertaking, inducement or representation that by law cannot be excluded or that is not otherwise excluded by the Agreement, is limited at our option to:
 - (i) In the case of services: the cost of the resupply or payment of the cost of resupplying the services; and
 - (ii) In the case of goods: the replacement of the goods, the repair of the goods, the payment of the cost of replacing the goods or acquiring equivalent goods or the payment of the cost of having the goods repaired.
- (c) To the extent permitted by law your total liability in respect of all claims in connection with the Agreement (whether in contract, negligence or any other tort, under any statute or otherwise) will be the sum of the Charges paid or payable by you under the Agreement in the 12 month period preceding the date of the event that gave rise to the last claim, save in respect of your indemnity obligations or your obligations to pay Charges under the Agreement.
- (d) To the extent permitted by law our total liability in respect of all claims in connection with the Agreement (whether in contract, negligence or any other tort, under any statute or otherwise) will be the sum of the Charges paid or payable by you under the Agreement in the 12 month period preceding the date of the event that gave rise to the last claim.
- (e) Subject to clause 3, neither party will be liable to the other (under the law of contract, tort, equity or otherwise):
 - (i) For any damages of any kind arising out of or in connection with the Agreement that are indirect or consequential (meaning not arising in the ordinary course as a direct, natural or probable consequence of the act or omission complained of); or
 - (ii) For any loss of data, loss of revenue, loss of sale, loss of profits, loss of business or any other economic loss or any loss of goodwill; regardless of the cause of such damages or whether the other party had been advised of the possibility of such damage.
- (f) The amount that either of us has to pay the other will be reduced to the extent that the event giving rise to the obligation to pay has been caused or contributed to by the other.

5.2 Events beyond Reasonable Control

- (a) Neither party will be liable for failing to meet its responsibilities under the Agreement (except your obligation to pay Charges for Services you have received) because of a Force Majeure Event.

6. PROPERTY RIGHTS

6.1 Our Network and Our Equipment

Except as otherwise provided in the Agreement, acquiring Services from us does not give you any ownership or other property rights in Our Network or Our Equipment.

6.2 Intellectual Property

- (a) Any Intellectual Property owned by either party prior to entry into the Agreement, or developed independently of the Agreement by either party, will continue to be owned by that party.
- (b) We either own the Intellectual Property in the Service provided to you or, where we use any Intellectual Property belonging to anyone else, we have a licence to do so.
- (c) None of Our Intellectual Property is transferred to you and, unless specifically authorised by the Agreement, You cannot and will not use or reproduce such Intellectual Property for any purpose outside the Agreement.
- (d) All Intellectual Property in any improvements or changes to any Service devised or made by anyone during the time we are providing the Service belongs to us.
- (e) You agree to indemnify, defend, and hold us harmless from all Loss incurred or suffered by us arising from any claims (including third party claims) or demands against us where such Loss was caused by any infringement or alleged infringement of any person's Intellectual Property by you when using the Service. The indemnity is reduced to the extent that the Loss is caused by a negligent act by us.

7. INFORMATION

7.1 Confidential Information

- (a) Subject to clause 7.1(b), each party must always keep the other party's Confidential Information confidential.
- (b) We both agree to:
 - (i) Use the Confidential Information of the other party only to the extent required for the purpose it was provided;
 - (ii) Not copy or reproduce any of the Confidential Information of the other party in any way;
 - (iii) Disclose the other party's Confidential Information only to employees and contractors who need access to the information and who have agreed to keep it confidential;
 - (iv) Disclose the other party's Confidential Information only to its legal advisers and insurance providers if those persons undertake to keep such information confidential; and
 - (v) Not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any stock exchange or any Regulator.

- (c) A party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.
- (d) Confidential Information excludes:
 - (i) Information generally available in the public domain (without unauthorised disclosure under the Agreement);
 - (ii) Information received from a third party entitled to disclose it;
 - (iii) Information that is independently developed.

7.2 Personal Information

- (a) During your relationship with us, we may collect information from you or from a credit provider or credit reporting agency ("Personal Information").
- (b) You agree that we may:
 - (i) Hold the Personal Information and share it with our employees, contractors and other agents or where relevant other credit providers but only where this is necessary to enable us to provide you with the Services, send you invoices, check your creditworthiness, check that your responsibilities are being met or otherwise to administer and enforce the Agreement. If this Personal Information is not provided to us, we may be unable to provide the Service to you.
 - (ii) Share with our suppliers any information needed to provide certain services to you.
 - (iii) Use any information about you for statistical purposes, so long as you are not identified.
 - (iv) Use any information about you for the purposes set out in our privacy policy which can be viewed at <http://www.prolancer.com.au/privacy-policy>.

7.3 Electronic Address and Other Codes

- (a) We will arrange for appropriate electronic addresses, numbers and other codes to be allocated for you to use depending on the Services.
- (b) Subject to any third party agreements to which we are a party (e.g. portability agreements), all addresses, numbers and other codes allocated to you remain our property. For that reason, you may not sell, lease, licence or otherwise deal with any addresses, numbers and codes allocated to you.
- (c) If it is necessary to do so, we may, by giving you one month's notice or a shorter timeframe if required by law, change or replace any electronic address, number or other code allocated to you.

7.4 Public Addressing Identifiers

The Service may use identifiers such as a telephone number, IP address or domain name ("Public Addressing Identifiers"). You must comply with the requirements of any Regulator or other body which administers Public Addressing Identifiers. You acknowledge and agree that:

- (i) We do not control the allocation of Public Addressing Identifiers;

- (ii) We are not liable to you if we are required to change any Public Addressing Identifier as a result of any direction given by a Regulator or other body which administers Public Addressing Identifiers;
- (iii) On cancellation of the Service or any relevant Individual Service, your right to use any related Public Addressing Identifier may cease.

8. RESOLVING DISAGREEMENT

- (a) Any dispute or claim relating in any way to your use of the Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.
- (b) The International Arbitration Act (Act No. 136 of 1974 as amended) apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.
- (c) To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us.
- (d) The arbitration will be conducted by the Institute of Arbitrators & Mediators Australia (<https://www.iama.org.au/>) under its rules.
- (e) Payment of filing, administration and arbitrator fees will be governed by the Institute of Arbitrators & Mediators Australia's rules.
- (f) You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location.
- (g) We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.
- (h) If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial.
- (i) We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

9. TERM AND TERMINATION

9.1 Term of an Individual Service

Each Individual Service will, subject to clause 9.2:

- (a) Remain in effect for the Minimum Period; and

- (b) Unless otherwise stated in the applicable Service Order Form or Service Schedule, on expiry of the Minimum Period, continue unless and until terminated by either party by giving to the other party at least twenty (20) Business Days prior written notice.

9.2 Termination

- (a) Either party may terminate:
 - (i) An Individual Service on written notice where the other party has materially breached the Agreement as it relates to that Individual Service and, if that breach is capable of remedy, has failed to remedy the breach within ten (10) Business Days of receipt of written notice from the non-defaulting party requiring the breach to be remedied; or
 - (ii) The Agreement immediately on written notice where the other party suffers an Insolvency Event.
- (b) We may terminate the Agreement subject to providing you with written notice:
 - (i) If we reasonably determine that you have failed our credit check requirements or that you are no longer credit worthy; or
 - (ii) In whole or in part, if you materially breach the Agreement and, if that breach is capable of remedy, you have failed to remedy such breach within 10 Business Days of receipt of our written notice requiring the breach to be remedied; or
 - (iii) If we are required to do so by law.

9.3 Suspension Rights

- (a) If You are in material breach of the Agreement (including by non-payment of our Charges when due) we have the right to suspend performance of any or all of our obligations under the Agreement if you fail to comply with our written notice requiring you to remedy such breach by the date specified in such notice.

9.4 Automatic Termination

- (a) Each Service Schedule and Individual Service will terminate automatically on termination of the Agreement.
- (b) If termination of the Agreement by us under clause 9.2 (excluding clause 9.2(b)(iii)) results in an Individual Service terminating prior to the expiration of the Minimum Period for that Individual Service, you must pay us Cancellation Charge.
- (c) Each Service Schedule will terminate automatically following termination of all Individual Services provided pursuant to that Service Schedule.

9.5 Recovery of Our Equipment

- (a) On termination of an Individual Service under the Agreement, we may reclaim Our Equipment after giving you written notice.
- (b) If, following thirty (30) days from the date of termination of the Individual Service, you fail to return Our Equipment, or refuse to allow us to recover Our Equipment, you agree that, as your agent only

in relation to this clause, we may enter any premises where we believe our Equipment may be located during normal business hours to recover Our Equipment.

- (c) Provided we act with reasonable care, you must pay us for any costs we incur (including but not limited to legal costs on a solicitor-client basis) in exercising our rights under clause 9.5(b).

9.6 Post Termination

- (a) The parts of the Agreement which are by their nature intended to survive termination will do so, including clauses 2.5, 3, 5, 6, 7, 9, 10 and 11.

10. NOTICES AND INVOICES

- (a) All notices and invoices must be in writing and may be sent by letter or e-mail to the address and contact person on the Service Order Form, as updated from time to time.
- (b) Any notice or invoice sent by post to that contact address will be assumed to have been delivered two Business Days after it is posted.

11. CONTENT

- (a) You may specify the geographical region in which Your Content will be stored. You consent to the storage of Your Content in, and transfer of Your Content into the region that you select.
- (b) We will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.
- (c) We will not access or use Your Content except as necessary to maintain or provide the Service, or as necessary to comply with the law or a binding order of a governmental body.
- (d) We obtain no rights under this Agreement from you (or your licensors) to Your Content.
- (e) We will not:
 - (i) Disclose Your Content to any government or third party; or
 - (ii) Move Your Content from the region selected by you; except in each case as necessary to comply with the law or a binding order of a governmental body.
- (f) Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order to disclose Your Content.
- (g) You will ensure that Your Content and your use of Your Content will not violate any applicable law.
- (h) You are solely responsible for the development, content, operation, maintenance, and use of Your Content.

- (i) You are solely responsible for properly configuring and using the Service and otherwise taking appropriate action to secure, protect and backup Your Content in a manner that will provide appropriate security and protection from unauthorised access and loss.
- (j) You are solely responsible for routinely archiving Your Content.
- (k) If you become aware of any violation of your obligations under this Agreement you will immediately suspend access to Your Content and the Service.
- (l) You will defend us, our affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any of Your Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- (m) Unless we terminate your use of the Service pursuant to Section 9, during the ten (10) days following the termination date:
 - (i) We will not take action to remove from the Services any of Your Content as a result of the termination; and
 - (ii) We will allow you to retrieve Your Content from the Services only if you have paid all amounts due under this Agreement.

12. GENERAL

- (a) Each party will comply with the other party's reasonable requirements for security, health and safety when working at each other's premises. Where practical, these requirements will be communicated to the other party in writing.
- (b) You cannot assign your rights and responsibilities under the Agreement without our prior written consent.
- (c) The Agreement may only be varied by written agreement signed by both parties.
- (d) We may have subcontractors or other agents meet any of our responsibilities under the Agreement. We will remain liable to you for meeting all those responsibilities.
- (e) No legal partnership, employer/employee, principal/agent or joint venture relationship is created or evidenced by the Agreement.
- (f) The Agreement is the entire agreement between you and us in relation to its subject matter.
- (g) You acknowledge that you have relied on your own judgment to evaluate the suitability of the Services for the purpose for which you require them. You do not rely on any statement, representation or promise by us that is not expressly set out in the Agreement.
- (h) No failure, delay or indulgence by either party in exercising any power or right conferred by the Agreement on that party will operate as a waiver of that power or right.
- (i) If a provision of the Agreement is void, voidable, and unenforceable or the invalid part severed, the remainder of the Agreement will not be affected.

- (j) You authorise us to complete any blank spaces in Your Service Order Form(s).
- (k) We may pay commission in connection with the Agreement.
- (l) The Agreement will be governed by the laws of the state of New South Wales in Australia. Both parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and courts entitled to hear appeals from such courts.
- (m) Headings are for convenience only and do not affect interpretation.
- (n) The singular includes the plural and conversely.
- (o) A gender includes all genders.
- (p) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (q) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (r) A reference to a clause or schedule is a reference to a clause of, or a schedule to, the Agreement.
- (s) A reference to an agreement or document (including a reference to the Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by the Agreement or that other agreement or document.
- (t) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (u) A reference to dollars and \$ is to United States of America currency.
- (v) The meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions.

13. DEFINITIONS

“Account” means your account with us for the supply of Services.

“Business Day” means any day excluding Saturday, Sunday, a bank or public holiday in the place where the obligation is required to be performed.

“Business Hours” means 8:00 am to 6:00pm AEST.

“Cancellation Charge” means the early termination charge calculated in accordance with clause 3.4(b).

“Charge” means the charge (exclusive of any taxes or duties) in respect of a Service or any Purchased Equipment as set out in the relevant Service Order Form and/or Service Schedule.

“Confidential Information” means information of a confidential nature whether oral, written or in electronic form including, but not limited to, the Agreement, a party’s Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information and pricing details.

“Customer” or “you” or “your” is as described on the Service Order Form.

“Equipment” means either Our Equipment or Purchased Equipment or both, as the context requires.

“Force Majeure Event” means an event or cause beyond the reasonable control of the party claiming force majeure including, without limitation, acts or omissions of third party network operators or suppliers, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes or lockouts.

“Indirect Taxes” means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

“Individual Service(s)” means a particular service as described in the relevant Service Schedule and Service Order Form.

“Insolvency Event” means where an administrator, liquidator, receiver, manager and receiver or any other administrator is appointed over the assets of the business of the entity, or if the entity enters into any composition with its creditors.

“Intellectual Property” means any intellectual or industrial property anywhere in the world including, but not limited to, any registered or unregistered copyright, patent, trade mark, design rights, trade secret or Confidential Information relating to the Service or any licence or other right to use, or to be the registered proprietor of, any of the above.

“Loss” means all losses, damages, liabilities, claims and expenses (including legal fees on a solicitor and client basis).

“Minimum Monthly Commitment” has the meaning given to it in the relevant Service Order Form.

“Minimum Period” means the minimum period for provision of an Individual Service as set out in the Service Order Form.

“Network Boundary” means the boundary of Our Network that connects Our Network to the Internet.

“Our Equipment” means any equipment that we or our suppliers provide to you as part of a Service but excluding Purchased Equipment.

“Our Network” means the Services network operated, controlled or used by us.

“Purchased Equipment” means any equipment which you purchase from us under the Agreement.

“Regulator” means the Australian Competition and Consumer Commission or any other relevant government regulator.

“Service” means the service(s) ordered by you and agreed to be supplied by us under the Agreement.

“Service Levels” means the levels of service (if any) in respect of a Service as set out in a Service Schedule.

“Service Order Form” means written applications completed and signed by both parties which specify the Services that you request that we supply.

“Service Schedule” means a schedule to this Standard Services Agreement which sets out, amongst other things, a description of the Service(s), any Service Levels and any other relevant information.

“We” or “us” or “our” or “Prolancer” means Prolancer Pty Ltd, ACN 115 942 357.

“Works” means any design, installation, commissioning works or other works required to enable provision of the Service.

“Your Content” means data, text, audio, video or images that you transfer to us for processing, storage or hosting by our Services and any computational results that you derive from the foregoing through their use of the Services.