



**General Terms
& Conditions**



alphalogix

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General

1. Definitions and Interpretation

1.1. Definitions

In these Conditions, the following terms have the following meanings:

After Hours	The period from 17:00 to 09:00 hours Monday to Friday, and all day Saturday, Sunday and Public Holidays.
Agreement	These General Terms and Conditions together with any applicable Quote, Order, Plan, CAPEX Statement of Work, OPEX Schedule, Rate Schedule, or other document expressly incorporated by reference.
Business Hours	Monday to Friday from 09:00 to 17:00 hours (Sydney, NSW time), excluding Public Holidays.
CAPEX Contract	A fixed-scope, one-time project or hardware procurement and deployment agreement entered into between Us and You, which incorporates these Conditions by reference.
Client / You / Your	A body corporate, partnership, joint venture, trust or other business entity that seeks or obtains a Quote for, or orders, Goods or Services from Us, and includes that entity & successors and permitted assigns. These Conditions do not apply to consumers within the meaning of the Australian Consumer Law.
Conditions	These General Terms and Conditions, as amended from time to time in accordance with clause 9.
Confidential Information	All non-public information disclosed by one party (Disclosing Party) to the other (Receiving Party) in connection with this Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure, including but not limited to business plans, pricing, technical data, customer lists, and system configurations. Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was rightfully known to the Receiving Party prior to disclosure; (c) is received from a third party without restriction; or (d) is required to be disclosed by law or court order.
Force Majeure Event	Any event beyond a party & reasonable control including acts of God, fire, flood, earthquake, pandemic, epidemic,

	war, terrorism, civil unrest, government action, failure of third-party networks or infrastructure, or Internet service provider failure.
Goods	Any hardware, software, equipment, or other physical or digital products sourced or supplied by Us in connection with the provision of Services.
GST	Has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Intellectual Property Rights	All present and future rights in copyright, trademarks, patents, designs, trade secrets, know-how, confidential information, and all other intellectual and industrial property rights, whether registered or unregistered, throughout the world.
OPEX Contract	A recurring managed services subscription agreement entered between Us and You, which incorporates these Conditions and any applicable Service Level Agreement by reference.
Order	A request by You to Us for Goods or Services in any form, including electronic approval of a Quote.
Plan / Plan Schedule	Any arrangement between Us and You for ongoing Services and/or Goods as set out in a written Plan Schedule, as may be varied in accordance with these Conditions.
Public Holidays	Any day declared as a public holiday throughout New South Wales, other than a bank holiday.
Quote	A written quotation provided by Us to You for Goods and/or Services.
Rate Schedule	The schedule of rates, charges and conditions for Our services as published and updated by Us from time to time.
Reasonable Assistance Limits	Has the meaning given in clause 18.2.
Return/Cancellation Fee	A fee charged pursuant to clause 13.5.
Service Level Agreement (SLA)	A separate written agreement governing service standards, response times, and escalation procedures applicable to OPEX Contracts.
Service Request	A request by You for technical assistance, adds, moves, or changes submitted via the process set out in Appendix A.
Services	The provision of managed IT services, consulting, technical support, advice, recommendations, Work, and any other

Software	<p>services provided by Us to You under this Agreement.</p> <p>Any software, firmware, application, update, patch, or associated service provided in connection with the Goods or Services.</p>
Statement of Work (SOW)	A written document forming part of a CAPEX Contract that specifies the scope, deliverables, timeline, and pricing of a project.
Subcontractor	A third party engaged by Us to perform part of the Services on Our behalf.
Us / We / Our	Alphalogix PTY LTD, ABN 38 661 346 701, and its successors and assigns.
Work	Anything We may do, provide, customise, produce, test, troubleshoot, install, configure, consult on, scope, plan, document, or quote for, whether in connection with Your use or benefit.

1.2. Interpretation

In these Conditions, unless the contrary intention appears:

- Words denoting the singular include the plural and vice versa.
- References to any gender include every other gender.
- References to any Act of Parliament or Regulation include any amendment or replacement in force at the relevant time.
- Headings are for convenience only and do not affect interpretation.
- All dollar references are to Australian Dollars and all-time references are to Sydney, Australia time (AEST/AEDT).
- A reference to a person includes a corporation, partnership, trust, joint venture, government authority and vice versa.
- "Includes" means includes without limitation.
- "Will" imports a condition, not a warranty.
- A reference to writing includes email and electronic approval via web-based systems.
- If any provision is invalid or unenforceable, it may be severed without affecting the remaining provisions.

2. Application of these conditions

- 2.1. **Incorporation.** Unless otherwise agreed in writing by Us, these Conditions are incorporated into and govern every Quote, Order, Plan, CAPEX Contract, OPEX Contract, and any other arrangement for the supply of Goods or Services by Us to You. To the extent of any inconsistency, these Conditions prevail over any purchase order, vendor agreement, or other document issued by You, unless We expressly agree otherwise in writing.
- 2.2. **B2B Only.** These Conditions are intended solely for business-to-business (B2B) and business-to-enterprise (B2E) commercial relationships. They do not apply to consumers as defined

under the Australian Consumer Law. Where You engage Us on behalf of another entity, You warrant that You are authorised to bind that entity to these Conditions.

- 2.3. **Severability.** The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of the remaining provisions.
- 2.4. **Entire Agreement.** These Conditions, together with any applicable Quote, Order, SOW, OPEX Schedule and SLA, constitute the entire agreement between the parties with respect to their subject matter and supersede all prior representations, negotiations, and agreements.

3. Commitment Term

- 3.1. **Minimum Term.** The minimum term for any Service is as specified in the applicable Quote, CAPEX Contract, or OPEX Contract, commencing on the first day of the month following the date of execution or electronic approval.
- 3.2. **Automatic Renewal.** Upon expiry of the initial Committed Term, the Agreement will automatically renew for successive periods equal to the original Committed Term unless terminated by either party in accordance with clause 4.
- 3.3. **CAPEX Projects.** CAPEX Contracts are fixed-term and do not automatically renew. Ongoing support obligations post-delivery must be separately agreed in an OPEX Contract or otherwise in writing.

4. Termination

- 4.1. **Termination for Cause by Client.** You may terminate this Agreement on ninety (90) days; written notice to Us if We: (a) fail in any material respect to fulfil Our obligations and do not cure such failure within thirty (30) days of written notice from You specifying the failure; (b) breach any material term of this Agreement and fail to remedy such breach within thirty (30) days of written notice; or (c) become insolvent, are placed in administration or liquidation, or cease business operations.
- 4.2. **Termination for Cause by Alphalogix.** We may terminate this Agreement immediately on written notice to You if You: (a) fail to pay any undisputed amount due under this Agreement within fourteen (14) days of the due date; (b) breach any material term and fail to remedy such breach within thirty (30) days of written notice; (c) become insolvent, are placed in administration or liquidation; or (d) use Our Services for any unlawful purpose.
- 4.3. **Termination for Convenience.** Either party may terminate this Agreement without cause on ninety (90) days; written notice to the other party, subject to clause 4.5.
- 4.4. **Transition Assistance.** Upon termination for any reason, we will provide reasonable transition assistance to facilitate the orderly handover of Services to You or a new provider. Such assistance will be charged at Our then-current Rate Schedule.
- 4.5. **Early Termination Liability.** If You terminate this Agreement prior to the expiry of the Committed Term (other than under clause 4.1), You agree to pay all fees that would have been payable for the remainder of the Committed Term as a genuine pre-estimate of Our loss. This obligation survives termination.
- 4.6. **Effects of Termination.** Upon termination: (a) all accrued but unpaid fees become

immediately due and payable; (b) each party must return or destroy the other & Confidential Information; and (c) clauses 22, 31, 33 and any other provisions that by their nature should survive will survive termination.

5. Representations and Warranties

- 5.1. **Client Representations.** You represent and warrant that: (a) You have full authority to enter into this Agreement; (b) no employee, contractor, or agent of Ours has any authority to make representations or warranties beyond those expressly contained in these Conditions; and (c) any information You provide to Us in connection with this Agreement is accurate and complete.
- 5.2. **No Reliance on Pre-Contractual Statements.** You acknowledge that You have not relied on any representation made by Us that is not set out in this Agreement. Nothing in this clause excludes liability for fraudulent misrepresentation.

6. Notices

- 6.1. **Form.** All notices under this Agreement must be in writing and delivered by: (a) email to the party last notified email address; or (b) registered post to the party registered or principal business address.
- 6.2. **Deemed Receipt.** Notices sent by email are deemed received at the time of transmission if no error or non-delivery notification is received within twenty-four (24) hours. Notices sent by registered post are deemed received three (3) Business Days after posting.

7. Governing Law and Dispute Resolution

- 7.1. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia.
- 7.2. **Mandatory Escalation.** The parties agree that prior to commencing any legal proceedings (other than for urgent interlocutory relief), the following escalation process must be followed: (a) the aggrieved party must provide written notice to the other party identifying the dispute in reasonable detail (Dispute Notice); (b) within ten (10) Business Days of a Dispute Notice, senior representatives of each party must meet (in person or by video conference) and negotiate in good faith to resolve the dispute; and (c) if the dispute is not resolved within twenty (20) Business Days of the Dispute Notice, either party may refer the matter to mediation.
- 7.3. **Mediation.** If escalation under clause 7.2 fails, the parties agree to submit the dispute to mediation administered by the Australian Disputes Centre (ADC) in Sydney, NSW, under the ADC then-current mediation guidelines. The parties will share mediation costs equally unless otherwise ordered.
- 7.4. **Litigation.** If mediation does not resolve the dispute within thirty (30) days of the appointment of a mediator, either party may commence legal proceedings. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 7.5. **Urgent Relief.** Nothing in this clause prevents either party from seeking urgent interlocutory

or injunctive relief from a court of competent jurisdiction.

8. Assignment

- 8.1. **Client Restriction.** You may not assign, novate, or otherwise transfer Your rights or obligations under this Agreement without Our prior written consent, which We will not unreasonably withhold.
- 8.2. **Alphalogix Right.** We may assign or novate this Agreement to a related body corporate or to a purchaser of all or substantially all Our business assets, provided We give You thirty (30) days; written notice.

9. Variation of These Conditions

- 9.1. **Update Right.** We may vary these Conditions at any time by publishing the updated version on Our website (alphalogix.com.au) and providing at least thirty (30) days; written notice to You.
- 9.2. **Continued Use.** Your continued use of Our Services after the notice period constitutes acceptance of the varied Conditions. If You do not accept the variation, you may terminate the Agreement on written notice within the notice period, in which case the early termination provisions in clause 4.5 will not apply solely due to the variation.
- 9.3. **Fixed Price Agreements.** Variations to these Conditions will not alter the pricing of any fixed-price CAPEX Contract or OPEX Contract that has been executed prior to the variation taking effect.

10. Quotes

- 10.1. **Validity.** All Quotes are valid for thirty (30) days from the date of issue unless otherwise stated. A Quote is an invitation to treat and does not constitute a binding agreement until accepted in accordance with clause 11.
- 10.2. **Confirmation.** Once both parties have agreed on final pricing and scope, a Quote is confirmed as final. The price in the confirmed Quote may differ from earlier iterations if changes were requested by You.
- 10.3. **Price Fluctuations.** Non-stocked and special-order products are subject to price and availability fluctuations. While We endeavour to honour quoted prices, if a price increase arises from circumstances outside Our control after confirmation but before delivery, we will notify You and You may either accept the revised price or cancel the Order without penalty.
- 10.4. **ETA Estimates.** Estimated delivery dates are based on vendor-supplied estimates and delivery dates are not guaranteed. We accept no liability for delays caused by manufacturers, distributors, or freight carriers.
- 10.5. **Freight.** Freight charges will be added to the Order unless expressly included in the Quote. Included freight estimates are indicative only.
- 10.6. **Discounts.** Where a special price or discount is applied to a Quote, no additional

promotions, discounts, or bonuses will apply.

- 10.7. **Withdrawal.** We may vary or withdraw a Quote at any time before confirmation in Our absolute discretion, including if Goods become unavailable or if underlying costs increase.
- 10.8. **Turnaround.** The general minimum turnaround time for Quote requests is forty-eight (48) Business Hours. Urgent requests should be flagged at the time of enquiry.

11. Orders

- 11.1. **Placement.** You may place an Order by completing Our Order form, providing written approval (including by email), or approving a Quote electronically. Orders must include Your full legal name or entity description, ABN or ACN (if applicable), delivery address, and the relevant Quote number.
- 11.2. **Authorisation.** By approving an Order (electronically or otherwise), the approving person warrants that they are duly authorised to bind You and that the Order is valid and authorised.
- 11.3. **Acceptance.** An Order is not binding on Us until We confirm acceptance in writing. We reserve the right to decline any Order for any reason.
- 11.4. **Payment Prerequisite.** We are not obliged to fulfil any Order until payment (or agreed credit terms) has been confirmed. Where payment is not received and We are unable to complete the Order, We will refund any payment made by You.
- 11.5. **Cancellation.** You may not cancel a confirmed Order without Our prior written consent. Once a manufacturer or supplier has dispatched Goods, cancellation may not be possible. Approved cancellations may be subject to a Return/Cancellation Fee under clause 12.5.
- 11.6. **Credit Assessment.** We may, at Our discretion, conduct a credit reference check as a condition of extending credit or payment terms to You, and You consent to such assessment.
- 11.7. **Inventory.** We do not maintain stock inventory and order Goods only upon receipt of a confirmed Order. Returns and cancellations are subject to the returns policies of the relevant manufacturer or distributor.

12. Pricing and Rates

- 12.1. **Exclusive of GST.** All Rates and amounts quoted are exclusive of GST and any other applicable taxes, levies, or government charges, unless expressly stated otherwise. GST will be added to invoices at the applicable rate.
- 12.2. **Rate Schedule.** You must pay for Goods and Services at the Rates set out in the applicable Plan, OPEX Contract, CAPEX Contract, Rate Schedule, or Quote. The Rate Schedule is available on request.
- 12.3. **Rate Variations.** We reserve the right to vary Rates and the Rate Schedule from time to time in Our absolute discretion, subject to any fixed pricing agreed in an OPEX Contract or CAPEX Contract. Any general rate change affecting ongoing OPEX engagements will be

provided with thirty (30) days' written notice.

- 12.4. **Call-Out Fees.** Call-out fees may be charged in addition to hourly Rates at Our discretion. The applicable call-out fee will depend on location, time, and urgency as set out in the Rate Schedule.
- 12.5. **Return/Cancellation Fee.** Where We arrange a return or refund, or process a cancellation on Your behalf, a Return/Cancellation Fee may be charged to cover Our administrative costs. We may deduct such fee from any refund amount owed to You.
- 12.6. **Expenses.** You must reimburse all reasonable out-of-pocket expenses incurred by Us in providing Services (including travel, accommodation, parking, tolls, and meals). Where expenses are material, We will seek prior written approval from You.
- 12.7. **Time Increments.** Where charges are calculated in time increments (e.g., per hour or per fifteen-minute block), We will charge for the full increment even if work is completed in part of that increment.
- 12.8. **Pre-Paid Blocks.** Pre-paid service blocks are calculated per the Rate Schedule, are non-refundable, and must be used within the agreed Period. Unused blocks do not roll over unless expressly agreed in writing.
- 12.9. **After-Hours Rates.** Work performed outside of Business Hours will be charged at the applicable After-Hours rates as set out in the Rate Schedule.

13. Services, Plans and Subcontracting

- 13.1. **Service Variations.** We may modify, withdraw, or add to Our Services and Plans from time to time. Where a change materially affects Your existing OPEX Contract, We will provide thirty (30) days' written notice.
- 13.2. **Rate Schedule on Request.** A copy of the current Rate Schedule and applicable Plan Schedule is available upon written request.
- 13.3. **Subcontracting.** We may engage Subcontractors to perform part or all of the Services. We will retain prime responsibility for the performance of all Services, regardless of whether a Subcontractor is used. We will ensure that any Subcontractor is bound by obligations of confidentiality and service quality no less stringent than those in this Agreement.
- 13.4. **Third-Party Products.** Where We supply Goods or Services provided by third parties (including cloud platforms, software vendors, or hardware manufacturers), the terms of those third parties may also apply. We will advise You of material third-party terms where known.

14. CAPEX Contracts — Projects and Statements of Work

- 14.1. **Scope.** CAPEX Contracts are governed by an executed Statement of Work (SOW) that incorporates these Conditions. The SOW will specify: (a) project scope and deliverables; (b) project timeline and milestones; (c) total project price and payment schedule; (d) acceptance testing criteria; and (e) any exclusions or dependencies.

- 14.2. **Scope Changes.** Any request to change the scope of a CAPEX Contract must be made in writing and agreed by both parties in a formal Change Request. Changes may affect the project price and timeline. We are not obliged to perform out-of-scope work without a signed Change Request.
- 14.3. **Acceptance.** Deliverables under a CAPEX Contract will be deemed accepted if You do not raise a written objection within ten (10) Business Days of delivery, specifying the deficiencies in reasonable detail. If You do raise a valid objection, We will remedy deficiencies within an agreed timeframe and resubmit for acceptance.
- 14.4. **Dependencies.** Timely completion of CAPEX projects is dependent on Your cooperation, access, and provision of information as specified in the SOW. We will not be responsible for delays caused by Your failure to meet agreed dependencies or milestones.
- 14.5. **Post-Delivery Support.** Support obligations following delivery of a CAPEX project are not included unless separately agreed in an OPEX Contract or the SOW.

15. OPEX Contracts — Managed Services Subscriptions

- 15.1. **Subscription Model.** OPEX Contracts are recurring managed services subscriptions. The scope of services, pricing, billing frequency (monthly or annual), and term are as set out in the applicable OPEX Contract, which incorporates these Conditions.
- 15.2. **Service Levels.** Service level standards applicable to OPEX Contracts are governed by the Service Level Agreement (SLA) referenced in the OPEX Contract. In the event of any conflict between the SLA and these Conditions, the SLA will prevail to the extent of the inconsistency in respect of service level matters only.
- 15.3. **Billing.** Recurring fees for OPEX Contracts are billed in advance (monthly or annually as agreed). One-time or variable charges (including time-and-materials work) are billed in arrears on a monthly basis.
- 15.4. **Price Reviews.** Annual price reviews may apply to OPEX Contracts in accordance with clause 12.3. Any price adjustment will be reflected in a revised OPEX Contract or written notice.
- 15.5. **Service Commencement.** Services under an OPEX Contract commence on the date specified in the OPEX Contract. If no date is specified, Services commence on the first day of the month following execution.

16. Delivery, Title, and Risk

- 16.1. **Reasonable Endeavors.** We will use all reasonable endeavors to dispatch Goods by any agreed date but accept no liability for delays caused by circumstances beyond Our reasonable control, including supply failures, manufacturer delays, or freight carrier issues.
- 16.2. **Availability for Delivery.** You must be available to accept delivery at Your nominated address during Business Hours, unless alternative arrangements are agreed in writing.
- 16.3. **Risk.** Risk of loss or damage passes to You upon delivery to Your nominated address.

You are solely responsible for insurance of Goods from the point of delivery.

- 16.4. **Retention of Title.** Title to Goods does not pass to You until We have received payment in full for all amounts owing by You to Us (on any account). Until title passes:
- 16.4.1. You hold the Goods as fiduciary bailee and agent for Us and must not sell, encumber, or otherwise deal with the Goods.
- 16.4.2. You must store the Goods separately and maintain their labelling and packaging.
- 16.4.3. If You sell Goods in breach of these Conditions, You hold the proceeds on trust for Us in a separate account.
- 16.4.4. We may, without prior notice, enter any premises where the Goods may be and repossess them. You irrevocably authorise Us and Our agents to do so and indemnify Us for all costs of entry and repossession.
- 16.5. **PPSR.** You consent to Us registering a security interest in the Goods under the Personal Property Securities Act 2009 (Cth) and agree to do all things necessary to perfect such registration.

17. Returns and Claims

- 17.1. **Returns Policy.** Goods are supplied subject to the returns and warranty policies of the relevant manufacturer or supplier. We will assist You with returns where the manufacturers policy permits, but We are not a principal obligor under any manufacturer warranty.
- 17.2. **Non-Returnable Goods.** Customised, special-order, imported, or otherwise non-standard Goods may not be returnable. We will advise You of this prior to Order placement where known.
- 17.3. **Inspection Obligation.** You must inspect all Goods immediately upon delivery. Any claim for damaged, defective, or incorrect Goods must be submitted to Us in writing within seven (7) calendar days of delivery. Failure to notify within this period constitutes unconditional acceptance.
- 17.4. **Return Condition.** Goods must be returned in their original, unopened condition. Opened packaging is accepted only where the defect is apparent upon opening.
- 17.5. **Return Costs.** You will bear all costs of returning Goods to a manufacturer or supplier unless the manufacturer or supplier bears those costs.
- 17.6. **Indemnity for Post-Delivery Use.** You indemnify and hold Us harmless from all claims arising in connection with Goods that have been used, installed, customised, or resold by You.

18. Computer Utility, Functionality and Fitness for Purpose

- 18.1. **Nature of IT Services.** You acknowledge that IT services and managed technology environments involve complexity and that not all issues can be resolved with certainty or speed. Testing, troubleshooting, and recommendations may involve trial and error and may prove

incorrect or require iteration. We will make all reasonable endeavors to deliver sound advice and effective outcomes but cannot guarantee specific results.

- 18.2. **Reasonable Assistance Limits.** We are obliged to provide what We determine, in Our reasonable judgement, to be reasonable assistance in the circumstances. Without limiting this discretion, reasonable assistance is ordinarily limited to work performed during Business Hours within any timeframe We have estimated or communicated. Additional work beyond those limits may be charged at applicable Rates.
- 18.3. **Third-Party Compatibility.** We acknowledge that Goods and Services may interact with third-party software, hardware, or infrastructure outside Our control. We make no warranty that Goods or Services will be compatible with, or perform to expectations in, all environments. You are responsible for evaluating fitness for purpose in Your environment.
- 18.4. **Client Testing.** You agree to follow Our reasonable testing and troubleshooting instructions. Where issues remain unresolved following client-side testing, we will allocate such resources as We reasonably determine appropriate to their resolution.
- 18.5. **Third-Party Vendors.** We have no control over the conduct, support obligations, or product roadmaps of third-party vendors whose Goods We may recommend. Any warranty or support obligations of such vendors are solely a matter between You and the vendor.

19. Force Majeure

- 19.1. **Suspension.** If a Force Majeure Event prevents or delays either party from performing any obligation under this Agreement (other than a payment obligation), that obligation is suspended for the duration of the Force Majeure Event, provided the affected party: (a) notifies the other party promptly in writing; and (b) takes all reasonable steps to minimise the impact of the Force Majeure Event.
- 19.2. **Extended Force Majeure.** If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected Services on written notice. In such case, You will be refunded any prepaid fees for Services not yet delivered, and We will not be liable for any further loss or damage arising from the termination.
- 19.3. **Scope.** Force Majeure Events include, without limitation: acts of God, fire, flood, earthquake, pandemic, epidemic, war, terrorism, civil unrest, government action, Internet service provider failures, third-party network outages, and failures by third-party suppliers of goods or services. Payment obligations are not excused by a Force Majeure Event.

20. Product Specifications and Substitution

- 20.1. **Specification Changes.** We will endeavour to supply Goods in accordance with the Order. However, We may supply Goods with minor variations in specifications where changes have been made by the manufacturer after the Order date and before delivery.
- 20.2. **Substitution.** If Goods ordered are unavailable, We may, with Your prior written consent, supply alternate Goods of equal or superior quality and capability at no additional cost above

the agreed price.

21. Warranties

- 21.1. **Manufacturer Warranties.** Goods supplied by Us are covered by the relevant manufacturer's warranty only. You must deal directly with the manufacturer for all warranty claims unless We expressly agree otherwise. We are not the principal obligor under any manufacturer warranty.
- 21.2. **Services Warranty.** We warrant that Services will be performed with reasonable care and skill by qualified personnel. Where Services do not conform to this warranty and You notify Us in writing within fourteen (14) days of delivery, We will, at Our option, re-perform the non-conforming Services or issue a credit.
- 21.3. **Exclusions.** Except as expressly set out in this Agreement and to the maximum extent permitted by law, all other warranties, conditions, and representations (whether express, implied, statutory, or otherwise) are excluded, including any implied warranty of merchantability, fitness for purpose, or non-infringement.
- 21.4. **Australian Consumer Law.** Nothing in this Agreement excludes, restricts, or modifies any right or remedy the Client may have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or any other applicable legislation that cannot be excluded. Where We are liable under such legislation, Our liability is limited to the maximum extent permitted by that legislation, including (where applicable) to re-supplying the Goods or Services or paying the cost of re-supply.

22. Liability and Indemnification

Aggregate Liability Cap. To the maximum extent permitted by law, Our total aggregate liability to You under or in connection with this Agreement (whether in contract, tort, negligence, breach of statutory duty, or otherwise) will not exceed the total fees paid or payable by You to Us in the three (3) months immediately preceding the event giving rise to the claim. This cap applies to all claims in aggregate, not to each individual claim.

- 22.1. **Exclusion of Implied Terms.** To the maximum extent permitted by law, all terms, conditions, and warranties implied by statute, common law, or custom (including as to quality, fitness for purpose, or description) are excluded from this Agreement.
- 22.2. **Exclusion of Consequential Loss.** To the maximum extent permitted by law, neither party will be liable to the other for any indirect, consequential, special, exemplary, or punitive loss or damage, including: (a) loss of revenue, profits, or anticipated savings; (b) loss of goodwill, reputation, or business opportunity; (c) loss or corruption of data; or (d) any loss suffered by a third party, whether arising in contract, tort, or otherwise, and whether or not such loss was foreseeable or the party had been advised of the possibility of such loss.
- 22.3. **No Liability for Data Loss.** You acknowledge that You are solely responsible for maintaining adequate and current backups of all data, programs, and configurations. We accept

no liability for any data loss or corruption arising from the provision of Services, whether or not caused by Our acts or omissions. This exclusion applies even if We hold or access systems containing Your data in the course of providing Services.

- 22.4. **No Liability for Supply Failures.** We accept no liability for loss or damage arising from Our failure to meet a delivery date or from cancellation or suspension of supply caused by circumstances beyond Our reasonable control.
- 22.5. **Client Indemnity — General.** You indemnify and hold Us harmless from and against all claims, losses, damages, costs (including legal costs on a solicitor-client basis), and expenses arising from or in connection with: (a) Your breach of this Agreement; (b) Your negligence or wilful misconduct; (c) Your use of Goods or Services in an unlawful or unauthorised manner; (d) inaccurate or incomplete information provided by You; or (e) claims by third parties arising from Your use of Our Goods or Services.
- 22.6. **Insurance.** We will maintain at Our expense the following insurance policies during the term of this Agreement: (a) commercial general liability insurance with a minimum aggregate cover of \$10,000,000 per occurrence; and (b) professional indemnity insurance with a minimum aggregate cover of \$2,000,000. We will provide You with evidence of such coverage within thirty (30) days of request.
- 22.7. **Laws Still Apply.** Nothing in this clause is to be interpreted as excluding, restricting, or modifying the application of any applicable State or Federal legislation that cannot be excluded, restricted, or modified.
- 22.8. **Mitigation.** Each party must take reasonable steps to mitigate any loss or damage it suffers or incurs in connection with this Agreement.

23. Errors and Omissions

- 23.1. **Rectification Right.** We make every effort to ensure that all prices, specifications, and descriptions are correct. In the event of a material error or omission, We may rescind the affected contract by written notice to You, notwithstanding prior acceptance of an Order or receipt of payment. Our liability in that event is limited to the refund of any amount paid by You in respect of the affected Order.

24. Alphalogix Responsibilities

- 24.1. **Service Standards.** We will provide Services using personnel with appropriate qualifications and experience, in a professional manner consistent with generally accepted industry standards.
- 24.2. **Website Disclaimer.** Our website is provided for information only. We make no representations or warranties that: (a) information on the website is complete, current, or accurate; (b) the website will be available without interruption; or (c) We endorse any linked third-party website, product, or service.

24.3. **Key Personnel.** Where specific personnel are named in an SOW or OPEX Contract, We will use reasonable endeavours to ensure the continuity of those personnel. We are not in breach of this obligation if personnel changes are outside Our reasonable control, provided We promptly notify You and arrange a suitably qualified replacement.

25. Data, Privacy and Cybersecurity

25.1. **Personal Information.** We collect and handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. Personal information collected in connection with this Agreement will be used only for the purposes of fulfilling Quotes, Orders, and providing Goods and Services to You (Authorised Purposes).

25.2. **Disclosure.** We may disclose Your personal information to third parties (including vendors, logistics providers, and subcontractors) to the extent necessary to fulfil Our obligations under this Agreement. We will not otherwise disclose Your personal information without Your consent, unless required by law.

25.3. **Access and Correction.** You may request access to or correction of personal information We hold about You by contacting Us in writing. We will respond within thirty (30) days.

25.4. **Client Data — Ownership.** You retain ownership of all data stored in Your systems, tenants, or environments (Client Data). We do not store Client Data on Our own infrastructure, and any access We have to Client Data is solely for the purpose of providing Services.

25.5. **Client Data — Client Responsibility.** You are solely responsible for: (a) the security, integrity, and backup of Client Data; (b) compliance with all applicable laws regarding Client Data, including the Privacy Act 1988 (Cth); (c) any data breach notification obligations under the Notifiable Data Breaches scheme; and (d) ensuring that Your data storage and backup arrangements (including any third-party services such as Dropsuite or similar) are adequate for Your needs.

25.6. **Third-Party Backup Solutions.** Where We recommend or procure third-party data backup or storage solutions (such as Dropsuite for Microsoft 365) on Your behalf, those solutions are provided subject to the terms and conditions of the relevant third-party provider. We do not accept liability for the availability, security, or performance of third-party backup services, and You should review the relevant providers terms before use.

25.7. **Remote Access Tools.** You acknowledge and agree that in order to provide Services, We may install remote monitoring and management (RMM) tools on Your devices and infrastructure. These tools may allow Our personnel to view system statuses, access desktops, and administer devices. We will use such access solely for the purpose of providing agreed Services and will not access Your systems for any other purpose.

25.8. **Notifiable Data Breach.** In the event We become aware of a suspected data breach involving Client Data accessed by Us, We will notify You as soon as reasonably practicable and cooperate with You in managing the breach. You remain the primary responsible party for

notifiable data breach obligations to the Office of the Australian Information Commissioner.

26. Client Responsibilities

- 26.1. **General.** You agree to: (a) cooperate with Us and provide all information, access, and approvals reasonably necessary for the provision of Services; (b) comply with Our processes and procedures as notified to You from time to time; (c) ensure that all information and authorisations You provide are accurate and up to date; and (d) maintain and comply with all laws applicable to Your business and Your use of the Goods and Services.
- 26.2. **Reliance on Information.** We will rely on the accuracy of information provided by You. We accept no liability for errors or delays arising from inaccurate or incomplete information provided by You, and You indemnify Us for all costs incurred as a result.

27. Lodging of Service Requests

- 27.1. **Process.** In order for Us to provide agreed Services, You must lodge all Service Requests through the process described in Appendix A. Service Requests lodged outside this process may not be actioned within agreed service levels.
- 27.2. **Direct Contact Restriction.** Service Requests must not be lodged directly with individual technicians, as this disrupts the orderly management of service delivery.

28. Access to Systems, Sites and Personnel

- 28.1. **System Access.** You agree to provide Us with timely access to all equipment, systems, environments, and personnel necessary to deliver the agreed Services. Where access is delayed or denied through no fault of Ours, any agreed service levels or project timelines may be suspended for the duration of the access impediment, and additional charges may apply.
- 28.2. **RMM Consent.** You consent to Us installing and maintaining RMM software on Your devices as required for managed services delivery. Devices must be left powered on and connected to the network as reasonably required (including overnight or on weekends) to facilitate scheduled maintenance and monitoring.

29. Third-Party Authorisations

- 29.1. **Client Obligation.** Where We need to communicate or transact with Your third-party providers (including telecommunications, cloud, or software vendors) on Your behalf, You must provide Us with any authorization or documentation required by those providers. Any delays or restrictions imposed by third parties as a result of Your failure to provide timely authorization are not Our responsibility.

30. Payment, Late Payment and Default

- 30.1. **Payment Terms.** All invoices are due and payable within the terms stated on the invoice (typically fourteen (14) days from date of invoice) unless otherwise agreed in writing. Payment

must be made by direct deposit, credit card, or other method approved by Us.

- 30.2. **Late Payment — Suspension.** Where You fail to pay an undisputed invoice within seven (7) days of the due date, We may, without prior notice, suspend or discontinue supply of Goods and/or Services until payment is received in full.
- 30.3. **Disputed Invoices.** If You dispute any portion of an invoice in good faith, You must: (a) notify Us in writing within five (5) Business Days of receipt specifying the nature of the dispute; and (b) pay all undisputed amounts by the due date. The parties will resolve disputed amounts through the dispute resolution process in clause 7.
- 30.4. **Interest.** If any undisputed amount is not paid by the due date, We may charge interest at the rate of ten percent (10%) per annum, calculated daily from the due date until the date of full payment.
- 30.5. **Recovery Costs.** All reasonable legal and recovery costs incurred by Us in recovering overdue amounts will be added to the amount owing and are recoverable from You.
- 30.6. **Application of Payments.** Payments received will be applied in the following order: (a) recovery and legal costs; (b) interest; (c) oldest outstanding invoices first.
- 30.7. **Acceleration.** If You default on any payment, all other amounts then outstanding become immediately due and payable without further notice.
- 30.8. **Security.** We may require You to provide a security deposit or other form of security as a condition of extending credit or resuming supply after a default.

31. Non-Solicitation

- 31.1. **Employees.** During the term of this Agreement and for a period of two (2) years after termination or expiry, You must not, directly or indirectly, solicit, recruit, or offer employment or engagement to any of Our current or former employees or contractors who were involved in delivering Services to You, without Our prior written consent.
- 31.2. **Liquidated Damages.** You acknowledge that any breach of clause 31.1 would cause Us significant and difficult-to-quantify damage. Accordingly, if You breach clause 31.1, You agree to pay Us as liquidated damages (and not as a penalty) a sum equal to one hundred percent (100%) of the relevant individuals total annual remuneration package (including salary, superannuation, and the estimated value of non-cash benefits). This represents a genuine pre-estimate of Our loss.
- 31.3. **Client Referrals.** Nothing in this clause prevents You from responding to a general public advertisement of employment not targeted at Our personnel.

32. Software Licensing

- 32.1. **Client Responsibility.** All software licences required for Your operations are Your sole responsibility. It is Your obligation to procure, maintain, and store all necessary software

licences, including for Software installed by Us.

- 32.2. **Client Indemnity.** You indemnify and hold Us harmless from all claims, losses, and expenses arising from: (a) unauthorised software use by You; (b) any breach of a software licence in respect of Software provided to Us by You for installation; (c) Us installing Software on Your instructions where You are not authorised to use it; and (d) any defect or malfunction in third-party Software.
- 32.3. **Custom Software IP.** Unless otherwise agreed in a separate written agreement, all Intellectual Property Rights in custom software or code developed by Us belong exclusively to Us. We grant You a non-exclusive, non-transferable licence to use such software solely for Your internal business purposes in connection with the Services.

33. Intellectual Property and Confidentiality

- 33.1. **Ownership of Work Product.** Unless expressly agreed otherwise in writing, all Intellectual Property Rights in any Work, deliverable, or document created by Us in the course of providing Services (Work Product) vest in Us. Subject to full payment of all fees, We grant You a perpetual, non-exclusive, non-transferable licence to use Work Product solely for Your internal business purposes.
- 33.2. **Client IP.** You warrant that any materials, data, or intellectual property You provide to Us for use in performing the Services belongs to You or You are authorised to provide it. You indemnify Us against all claims arising from any third-party intellectual property rights in materials provided by You.
- 33.3. **Confidentiality Obligations.** Each party (as Receiving Party) agrees to: (a) keep the other party's (Disclosing Party's) Confidential Information strictly confidential; (b) not disclose Confidential Information to any person other than its employees, contractors, or professional advisers who need to know it for the purposes of this Agreement and who are bound by equivalent confidentiality obligations; (c) use Confidential Information solely for the purposes of this Agreement; and (d) promptly notify the Disclosing Party if it becomes aware of any unauthorised disclosure or use.
- 33.4. **Required Disclosure.** A Receiving Party may disclose Confidential Information if required to do so by law, court order, or a regulatory authority, provided it: (a) gives the Disclosing Party as much prior written notice as is reasonably practicable; and (b) cooperates with the Disclosing Party in seeking a protective order or other appropriate relief.
- 33.5. **Survival.** Confidentiality obligations under this clause survive termination or expiry of this Agreement for a period of twelve (12) months.
- 33.6. **Return of Information.** Upon termination or upon request, each party must promptly return or (at the Disclosing Party's direction) destroy all Confidential Information of the other party in its possession, subject to any legal or regulatory retention obligations.

APPENDIX A — SERVICE REQUEST LODGEMENT PROCESS

Scope

This Appendix sets out the mandatory process for lodging Service Requests with Alphalogix. Requests lodged outside this process may not be captured within agreed service levels.

Authorised Lodgement Channels

Service Requests must be lodged through one of the following channels only:

- Phone: [+61 2 8043 6550](tel:+61280436550)
- Email: support@alphalogix.com.au
- Client Portal: [Helpdesk](#)

Required Information

Each Service Request must include:

- Your full name and company name.
- Your return contact details (phone and email).
- A clear description of the issue or request.
- Screenshots or error messages (where applicable and available).

Direct Contact Restriction

Service Requests must not be lodged directly with individual technicians. Direct lodgement disrupts active work and may result in the request not being tracked or addressed within agreed service levels.

After-Hours Service Requests

Service Requests requiring attention outside of Business Hours must be lodged by phone (After Hours charges apply). Service Requests submitted by email outside Business Hours will be reviewed on the next Business Day unless an After-Hours support arrangement is in place under Your OPEX Contract.

Escalation

If You believe a Service Request is not being addressed with appropriate urgency, You may escalate by calling Our primary phone number and requesting escalation to a senior support lead or account manager. Escalation procedures are further detailed in Your applicable SLA.

EXECUTION AND ACKNOWLEDGEMENT

By executing any Quote, Order, CAPEX Contract, OPEX Contract, or other agreement that incorporates these Conditions, the parties acknowledge that they have read, understood, and agree to be bound by these General Terms and Conditions.

**FOR AND ON BEHALF OF
Alphalogix PTY LTD**

**FOR AND ON BEHALF OF
CLIENT**

Authorised Signatory

Authorised Signatory

Name and Title

Name and Title

Date

Date

Legal Name of Client Entity: _____

ABN / ACN: _____

Registered Business Address: _____