



SCHEDULE A

SensibleCloud Provider:	Customer:
Sensible Business Solutions Pty Ltd Suite 509, 4 Columbia Court Baulkham Hills, NSW, 2153 ABN 88 119 062 476 (herein referred to as "Delivery Partner")	(Customer Legal Name) Street Address City, State, Postcode ABN (herein referred to as "Customer")

Effective Date:	Initial Term:	Renewal Term
October 31, 2015 (herein referred to as "Effective Date")	36 Months	12 Month Periods unless non-renewed (See Section 13)

Services to be Provided:			
Defined in Appendix E			
Service Fees:			Portal & Infrastructure Ready Date:
Base Monthly: \$x,xxx per mth (See Appendix C)	Deployment Fee: \$x,xxx One-Time	Client Application Setup & Migration Services: <i>See Separate Statement of Work</i>	Thursday, 10 September 2015

Basic Term Summary:
Monthly Fees: Monthly Fees are calculated based upon the number of Permitted Users, resource utilisation and other services used in the applicable month and billed monthly (See Section 9.3)
Invoicing: Customer will be invoiced in advance for the Monthly Fees for the current month on or before the 1st day of the current month. Payment for invoices will be due on the 14th date of the current month. (See Section 9.5)
SLA: Access to applications, data, other services 24 hours a day, 7 days a week without downtime. <u>Exceptions:</u> Scheduled Downtime for maintenance; Customer Downtime caused by on-site issue related to Customer Equipment; Force Majeure. <u>Remedy for breach:</u> Credit for up to 15% of the Base Monthly Fee. (See Appendix B)
Confidentiality: Customer data considered Confidential Information; typical assurances applied. (See Section 8)
Termination: Agreement can be terminated (1) By nonrenewal, or (2) By written notice following a Relevant Event not cured with the time periods described. (See Section 12.2)
Termination Assistance: Sensible Business Solutions must deliver digital copy of all Customer Data to Customer's physical address; Sensible Business Solutions must cooperate in good faith in order to provide for the orderly transition of the Customer Data, and provide Termination Assistance, if requested. (See Section 12.5)

Complied & Reviewed by:			
(Business Development Executive)	Telephone: (02) 8850 5766	sales@sensible.com.au	
Business Development Executive	Telephone	Email	

MASTER SERVICES AGREEMENT – STANDARD TERMS & CONDITIONS

THIS MASTER SERVICES AGREEMENT, together with all appendixes and exhibits attached hereto and incorporated herein from time to time (collectively, "Agreement"), is entered into as of the Effective Date recorded above ("Effective Date") by and between Sensible Business Solutions Australia. (hereinafter referred to as "Sensible Business Solutions") and Customer recorded above (herein after referred to as "Customer").

BACKGROUND:

- A. Sensible Business Solutions provides an integrated Cloud Computing Solution that integrates software application and data hosting, information technology management, provisioning, integration and support services.
- B. Sensible Business Solutions Pty Ltd, an OS33 Certified Delivery Partner, will provide information technology support and consulting services that are integrated with the Sensible Business Solutions SensibleCloud Computing Solution, including user support and professional Services, data migration services, network management and on premise services, among others.
- C. Sensible Business Solutions licenses the OS33™ Portal, a web-based software application service, which, among other things, enables Customer access, use and control of licensed software applications and end user electronic data via a web-based portal over a wide area network.
- D. Customer desires to access and use certain software applications and to store all or a part of Customer's electronic data and to engage Sensible Business Solutions' system for software application and data hosting, information technology management, provisioning, integration and support services.
- E. Sensible Business Solutions is willing to enter into an agreement with Customer whereby Customer's Permitted Users (as defined below) will obtain access to licensed software applications and Customer's electronic data through the SensibleCloud™ Portal via a wide area network and Sensible Business Solutions, and in conjunction with Delivery Partner, will provide the Services described herein. Capitalized terms not otherwise defined will have the meanings set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Sensible Business Solutions and Customer hereby agree as follows:

1. Definitions.

1.1. "Access" will mean the use of Applications, Customer Data, or other services provided by Sensible Business Solutions through a wide area network.

1.2. "Additional Monthly Fees" will mean fees due and payable each calendar month during the Term in excess of the Base Monthly Fee associated with any additional services requested by Customer and provided by Sensible Business Solutions.

1.3. "Affiliate" will mean any entity or person directly or indirectly controlling, controlled by or under common control with Customer. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to Customer, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Customer, whether through the ownership of voting securities or by contract or otherwise.

1.4. "Application" will mean a software program that Customer has obtained all required rights and licenses for Permitted Users to use and access.

1.5. "Base Monthly Fee" will mean the minimum monthly fees due and payable in connection with the Services during the Initial Term. It shall be adjusted in each subsequent Renewal Term to the average of the Monthly Fees for Services in the immediately preceding twelve month period. In no event shall the Base Monthly Fee in any renewal term be less than the Base Monthly Fee during the Initial Term.

1.6. "Commercially Reasonable Efforts" will mean good faith efforts by a Party with respect to any obligation under this Agreement to accomplish such obligation as such Party would normally use to accomplish a similar objective under similar circumstances, it being understood and agreed that with respect to the resolution of any limitation, inaccessibility, interruption of operability or functionality of any Service provided by Sensible Business Solutions hereunder, such efforts will be substantially equivalent to those efforts and resources commonly used in the information technology industry to restore non-functioning services.

1.6. "Consumer Price Index" means the Consumer Price Index All Groups weighted average for the eight capital cities published by the Australian Bureau of Statistics or any other successor index or comparable measure which may be substituted therefore.

1.7. "Customer Data" will mean information stored by Sensible Business Solutions on behalf of Customer in a Data Centre for use in conjunction with Applications, including emails, documents, customer data and other proprietary information of Customer used in connection with the Applications.

1.8. "Data Centre" will mean third-party facilities that host server, storage, network, and other computer equipment used by Sensible Business Solutions in connection with the Services provided to Customer hereunder.

1.9. "Delivery Partner" will mean third party vendor designated by Sensible Business Solutions to provide Services on behalf of Sensible Business Solutions.

1.10. "SensibleCloud System" will mean a combination, as applicable, of software application and data hosting, technology management, provisioning services, training

and support to enable Customer access, use and control of licensed software applications and end user electronic data via the SensibleCloud™ Portal over a wide area network.

1.11. "Portal & Infrastructure Ready Date" will mean the date that the SensibleCloud System, including the SensibleCloud™ Portal, together with the components referenced in Appendix E, are made available to Customer for Application implementation, testing and migration of Customer Data.

1.12. "Intellectual Property Rights" will mean all patent, trademark, copyright, trade secret, software, and other proprietary rights.

1.13. "Minimum Service Levels" will mean the SensibleCloud System configuration and performance levels set forth in Appendix B.

1.14. "Normal Business Hours" will mean 8:30 AM Australian Eastern Standard Time through 5:30 PM Eastern Standard Time.

1.15. "Permitted User" shall mean an employee, client, agent, contractor, or other authorised user of Customer who has been identified to Sensible Business Solutions and assigned a personally identifiable username and password by Sensible Business Solutions in order to Access Services provided by Sensible Business Solutions.

1.16. "PPS Law" means:
(a) the PPSA;
(b) any regulation made pursuant to the PPSA; and
(c) any other legislation or regulation made to implement, or contemplated by, any PPSA Law referred to in paragraph (a) or (b)

1.17. "PPSA" means the Personal Property Securities Act 2009 (Cth).

1.18. "Professional Services" will mean those Services comprising engineering, technical consultation, software development, and related services that are not included within Appendix E and which Customer may request that Delivery Partner or Sensible Business Solutions perform from time to time

1.19. "Registration Commencement Time" has the same meaning as given to the term in the PPSA.

1.20. "Security Interest" means :

- a) any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power, or title retention arrangement;
- b) a security interest as defined in the PPSA; or
- c) any document to grant or create anything referred to in either paragraphs (a) or (b) of this definition and any other thing which gives a creditor priority to any other creditor with respect to any asset or an interest in any asset.

1.21. "Services" means the services described in Appendix E for the number of Permitted Users set forth in Appendix E that are included in the Base Monthly Fee plus any Additional Monthly Fees.

2. License.

2.1. **Software Licensing.** Software licensing for Customer Applications are not included and are Customer's responsibility, unless otherwise indicated. Customer must ensure that it has obtained the correct number of licenses for the Applications Sensible Business Solutions will be hosting. Sensible Business Solutions, through its software license partner agreements may provide Customer licensed software products on a per user monthly basis.

2.2. **Upgrades.** If during the Term, Sensible Business Solutions incorporates modifications or enhancements to the current version of the SensibleCloud™ Portal licensed to Customer hereunder that Sensible Business Solutions makes commercially available to other customers of the SensibleCloud™ Portal, Customer will not be charged an upgrade fee upon general commercial release. Should Sensible Business Solutions offer additional optional modules in the future that complement or add additional functionality to the SensibleCloud™ Portal, Customer may elect to procure a license to the optional modules for an additional fee upon commercial release; however, Customer will be under no obligation to procure such license. If Customer notifies Sensible Business Solutions of its desire to obtain such optional modules, such optional modules will be invoiced as Additional Monthly Fees.

3. Services.

3.1. **Services.** Subject to the terms and conditions of this Agreement, Sensible Business Solutions, along with its designated Delivery Partner, will provide Customer with software application and data hosting, information technology management, provisioning, Professional Services (collectively, the "Services" set forth in Appendix E), which are intended to provide Customer and its Permitted Users with an integrated cloud computing platform.

4. Responsibilities of Customer.

4.1. **Customer Equipment.** Customer will be responsible for obtaining and maintaining throughout the Term, all computer hardware, software, communication lines, ports, interface equipment, terminals, internet access, bandwidth, network routing equipment, Application licenses and other materials ("Customer Equipment") necessary for each Permitted User to Access and use the Services provided by Sensible Business Solutions at Customer's facilities, in accordance with the criteria set forth in Appendix A.

4.2. To enable Sensible to perform the Services in accordance with this Agreement and each Contract, the Customer must promptly:

- 4.3. provide Sensible with access to all information that Sensible reasonably requests; and
- 4.4. give such access as Sensible may reasonably require to the Customer's personnel and facilities.

5. Responsibilities of Sensible Business Solutions.

5.1. Subject to the terms and conditions of this Agreement and provided that Customer is not in breach or default of any of its obligations hereunder, Sensible Business Solutions will use its Commercially Reasonable Efforts to provide Customer with Access to Applications and Customer Data twenty-four (24) hours a day, seven (7) days a week throughout the Term via a wide area network. Customer acknowledges and agrees that, from time to time, Access and use of Sensible Business Solutions' Services may be limited, inaccessible, or inoperable as a result of (i) periodic, routine, or scheduled maintenance, system, or server upgrades ("Scheduled Downtime"); (ii) a failure of the SensibleCloud System, other than as a result of Scheduled Downtime, a Force Majeure Event (as defined below in Section 14.1) or Customer Downtime (as defined below) ("Unscheduled Downtime" and, together with Scheduled Downtime, "Downtime"); (iii) a Force Majeure Event; and (iv) Customer Equipment failures, or from a suspension or termination of Services as a result of Customer's breach or default hereunder, may occur from time to time ("Customer Downtime"). Sensible Business Solutions' sole responsibility and liability, and Customer's exclusive remedies, in the event of Downtime will be as set forth in Appendix B. In no event will Sensible Business Solutions be liable for any Service disruption occurring in whole or in part due to a Force Majeure Event or Customer Downtime.

Sensible shall use reasonable skill and due care in providing the Services, but Sensible does not guarantee or promise that any Content you may store or access through the Services will not be subject to inadvertent damage, temporary unavailability, corruption or loss. To the maximum extent permitted by law and except as set out in these Terms, Sensible will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store, access or encrypt any Content.

6. Storage Security for Data Centre.

6.1. Sensible Business Solutions shall use Commercially Reasonable Efforts to ensure that Access to Applications and Customer Data is maintained at Minimum Service Levels and that physical and technical access to the Data Centre and to Customer Data is

restricted to qualified employees and its authorised agents who have a need to gain such access in order to perform the Services for the benefit of Customer and its Permitted Users. Sensible Business Solutions shall undertake and perform commercially reasonable and appropriate measures and safeguards designed to ensure the availability, security, confidentiality, and integrity of Applications and Customer Data transmitted through or stored at the Data Centres in accordance with and as part of the Services. Customer shall not have any right of physical access to the Data Centres or other facility where equipment or software owned, licensed or operated by Sensible Business Solutions may be located.

6.2. Sensible Business Solutions shall implement reasonable and appropriate measures to protect Customer Data at least equal to the highest of the following: (i) information technology industry standards; and (ii) the standards used by Sensible Business Solutions to protect data of its other customers subscribing to the same or substantially similar data protection services. Sensible Business Solutions will: (a) virtually segregate all Customer Data from that of any other client; and (b) establish and maintain systems, processes and controls intended to prevent the unauthorised access, use, disclosure, destruction, loss or alteration of any Customer Data in the possession or control of Sensible Business Solutions or any of its contractors, affiliates or personnel that are no less rigorous than those maintained by Sensible Business Solutions for other customers subscribing to the same or substantially similar data protection services.

7. Intellectual Property.

7.1. **Ownership.** All right, title, and interest in and to the SensibleCloud System and any Intellectual Property Rights embodied therein, together with any enhancements, improvements, or modifications made thereto, is and will remain the sole and exclusive property of Sensible Business Solutions and its licensors, whether created alone or in conjunction with any third-party. Except for the rights specifically granted in Section 2.1, Customer is granted no other rights in or to the SensibleCloud System licensed hereunder. Customer will not obtain any rights, title, or interests to the SensibleCloud System or any Intellectual Property Rights embodied therein, including any modifications, enhancements, improvements, or other alterations made thereto, by virtue of this Agreement, operation of law or otherwise. Sensible Business Solutions, at its option and in its sole discretion, reserves the right to modify the SensibleCloud System and components thereof without prior approval of Customer, provided that such modifications do not adversely affect the functional performance of the Services and such modifications are made available to Customer at no further charge during the Term hereof.

7.2. **Reverse Engineering.** Customer will not, and will ensure that its employees do not, reverse engineer, decompile, and/or disassemble any portion of the SensibleCloud System provided under this Agreement.

7.3. **Sensible Business Solutions Trademarks.** Customer will not use the trademark "Sensible Business Solutions", "SensibleCloud", "SensibleSync", or "OS33" or any other trade name or trademark of Sensible Business Solutions (collectively, the "Sensible Business Solutions Marks"), without the express prior written consent of Sensible Business Solutions. Upon termination of this Agreement for any cause whatsoever, any permission which has been so granted for the use of any of the Sensible Business Solutions Marks will cease forthwith, and Customer will not use or claim the right to use any of the Sensible Business Solutions Marks or colourable imitations thereof. The Sensible Business Solutions Marks are the sole and exclusive property of Sensible Business Solutions, and Customer has not and will not acquire any proprietary rights therein by reason of this Agreement or of the permission by Sensible Business Solutions to any use thereof. Customer will obtain the prior written approval of Sensible Business Solutions prior to using the Sensible Business Solutions Marks, including in connection with any advertising or other printed or promotional materials or information. Sensible Business Solutions will not unreasonably withhold, condition or delay any approval requested by Customer pursuant to this Section 7.3.

7.4. **Customer Trademarks.** Except as set forth below, Sensible Business Solutions will not use the trademarks or other trade name of Customer (collectively, the "Customer Marks"), without the express prior written consent of Customer. Upon termination of this Agreement for any cause whatsoever, any permission which has been so granted for the use of any of the Customer Marks will cease forthwith, and Sensible Business Solutions will not use or claim the right to use any of the Customer Marks or colourable imitations thereof. The Customer Marks are the exclusive property of Customer, and Sensible Business Solutions has not and will not acquire any proprietary rights therein by reason of this Agreement or of the permission by Customer to any use thereof. Sensible Business Solutions will obtain the prior written approval of Customer prior to using the Customer Marks, including in connection with any advertising or other printed or promotional materials or information; provided, however, that Customer hereby grants to Sensible Business Solutions the limited right and license to include references to Customer in Sensible Business Solutions' marketing materials and to place Customer Marks in such marketing materials, including on Sensible Business Solutions' web site. Customer will not unreasonably withhold, condition or delay any approval requested by Sensible Business Solutions pursuant to this Section 7.4.

8. Confidential Information.

8.1. **Ownership of Data.** Sensible Business Solutions considers Customer Data and Customer Information obtained by Sensible Business Solutions, stored on the SensibleCloud System to be the Confidential Information (as defined below) of Customer. Sensible Business Solutions will not examine Customer Data or Customer Information stored or transmitted to the SensibleCloud System, except at Customer's request and only for the purposes of providing Customer with technical support services. Sensible Business Solutions will not use for its own benefit or for the benefit of a third-party any Customer Data or Customer Information stored on the SensibleCloud System..

8.2. All Confidential Information remains the property of the owner despite any disclosure made under this Agreement. A party receiving or gaining access (the "Receiving Party") to Confidential Information (as defined below) of the other party (the "Disclosing Party") will: (i) not disclose any Confidential Information of the other to any third-party at any time without the prior written consent of the Disclosing Party, which consent will not be unreasonably withheld; (ii) not make use of any Confidential Information of the Disclosing Party for any purpose other than for the purposes set forth in, or in furtherance of the transactions contemplated by this Agreement; and/or (iii) use all Commercially Reasonable Efforts to prevent unauthorised publication or disclosure by any person of Confidential Information of the Disclosing Party. As used herein, "Confidential Information" will mean all information and other materials received by the Receiving Party from the Disclosing Party pursuant to this Agreement or designated in writing as "Confidential", including but not limited to information related to businesses and products, including, without limitation, business practices, techniques and strategies, plans, agenda, sales and marketing information, patents, trade secrets, copyrights, creations, and inventions, customer and supplier information, models, formulas, ideas, concepts, designs, diagrams, flow charts, pricing policies and models, market materials, research and development data, reports, studies, contacts, communications, records, proprietary computer software programs and the like, such as, in the case of Sensible Business Solutions, and its related documentation and manuals, and in the case of Customer, the Customer Data and Customer Information. Notwithstanding the foregoing, Confidential Information will not include information which: (i) is known to the Receiving Party at the time of disclosure or becomes known to the Receiving Party without breach of this Agreement; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) is rightfully received from a third-party without restriction on disclosure; (iv) is independently developed by the Receiving Party or any of its subsidiaries without reference or access to the Confidential Information; (v) is furnished to any third-party by the Disclosing Party without restriction on its disclosure; (vi) is approved for release upon a prior written consent of the Disclosing Party.

8.3. In the event the Receiving Party is required to disclose the Confidential Information of the Disclosing Party pursuant to judicial order, requirement of a governmental agency, or by operation of law, the Receiving Party will promptly deliver written notice to the Disclosing Party to allow the Disclosing Party to contest the disclosure with such judicial or governmental agency and seek a protective order or waive the Receiving Party's requirements hereunder; provided, however, that if the Receiving Party is compelled to disclose the Confidential Information of the Disclosing Party, the Receiving Party will disclose only so much of the Confidential Information as is reasonably required to comply with such judicial order, requirement, or law.

8.4. If either Party breaches any of its obligations with respect to confidentiality and unauthorised use of the other Party's Confidential Information hereunder, the other Party will be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as direct monetary damages notwithstanding anything to the contrary contained herein.

9. Service Fees; Payment; and Invoicing.

9.1. **Service Fees.** The schedule of fees, rates, and charges for monthly, recurring Services in effect as of the Effective Date are as set forth in Appendix E attached hereto. Sensible Business Solutions may only increase the rates for Services once in any twelve month period, provided however that in no event shall such rates be subject to increase during the Initial Term.

9.2. **Payment.** Customer is responsible for payment to Sensible Business Solutions or to any entity designated by Sensible Business Solutions for all charges associated with Services furnished to Customer hereunder. All payments will be non-refundable and will not be subject to set-off or deduction. Charges for work other than the Services in Appendix E, including procurement by Sensible Business Solutions or its Delivery Partners of Customer Equipment, third-party services, installation charges, or other items on Customer's behalf will be set forth in a mutually agreed upon statement of work executed by the parties.

9.3. **Monthly Fees.** Fees for Services shall be calculated based upon the number of Permitted Users, resource utilization, and other Services utilised in the applicable calendar month based on the rates included in Appendix E in an amount not less than the Base Monthly Fee as set forth in Appendix C. Commencing on the Portal & Infrastructure Ready Date, Sensible Business Solutions will bill Customer for the monthly fees set forth in this Section 9.3.

9.4.1 Licensing and infrastructure are sold with minimum 1 month unit. This is a policy of Microsoft, Citrix, Century Link and other providers. There is no pro-rating of services. Once a resource is added/changed or user is assigned apps, the minimum 1 month purchase is registered for usage and billing.

9.4.2 Usage statistics for billing are calculated on the 1st of the month. The pulled values are invoices for the period of the current 1st of month through end of month. (i.e. Billing is NOT for the previous month's usage, it is for the current month as shown on each invoice NOTES)

9.4. **Professional Service Fees.** Sensible Business Solutions or its Delivery Partners may from time to time perform Professional Services as may be requested by Customer. The schedule of fees, rates, and charges for Professional Services shall be provided upon request for such Professional Services.

9.5. **Price Review.** Sensible may adjust the Charges on each anniversary of the date of this Agreement provided that any increase to the Charges is capped at the lesser of 5% and the increase in the Consumer Price Index in Australia for the previous 12 month period.

9.6. **Invoicing.** Sensible Business Solutions will invoice Customer in advance for the Monthly Fees for the current month on or before the 1st day of the current month. Payment for invoices will be due on the 14th day of the current month. Customer agrees to be invoiced for Deployment and Professional Services in advance of the performance of such Services. Payment for one-time Deployment fees will be due upon receipt. Payment for Professional Services will be in accordance with the applicable statement of work.

9.7. **Taxes.** The charges and fees under this Agreement are exclusive of any national, state, municipal, or other governmental excise, sales, value-added, GST and occupational taxes all of which, if applicable, will be paid by Customer.

9.8. **Billing Disputes.** All bona fide disputes or requests for billing adjustments must be submitted in writing within fifteen (15) days of receipt of the invoice giving rise to the dispute accompanied by a reasonably detailed explanation for the basis of such dispute. Payment of all undisputed amounts will be paid timely, however, in no event may Customer withhold more than ten (10%) percent of the total amount due. Sensible Business Solutions may request additional information or supporting documentation or reject Customer's claim if unverifiable based on Sensible Business Solutions' records. If Sensible Business Solutions rejects such claim, Sensible Business Solutions will notify Customer, in which case the withheld portion of the invoice will be paid by Customer within five (5) business days of its receipt of notification of such rejection. If Sensible Business Solutions determines that the disputed portion was erroneously charged or that other credits or adjustments for Downtime or below-Minimum Performance Levels are appropriate pursuant to the terms and conditions of this Agreement, Sensible Business Solutions will notify Customer of such determination and will credit Customer's invoice for such amount in the next appropriate billing cycle and Customer may withhold payment of the credited amount from such invoice.

9.9. **Security.** After the third (3rd) Late Payment, Sensible Business Solutions may require that Customer provide Sensible Business Solutions with an irrevocable Letter of Credit or cash deposit (a "Security Deposit") in an amount equal to three (3) times the Base Monthly Fees payable hereunder. The Security Deposit will be subject to adjustment from time to time to ensure that the Security Deposit provided to cover any non-payment by Customer remains adequate. Customer may also be required, at any time after Customer has committed or threatened to commit a Relevant Event, whether before or after commencement of the Services, to provide such other assurance of, or Security Deposit for, the payment of charges for Sensible Business Solutions' Services as Sensible Business Solutions may deem reasonably necessary, including without limitation, advance payments for Services, third-party guarantees, pledges, or other grants of security interests in the Customer's assets and other similar arrangements. In the event Customer refuses or fails to do so within five (5) days of the date of Sensible Business Solutions' request, Sensible Business Solutions may immediately terminate this Agreement.

9.10. **Late Payments.** In addition to any rights and remedies available to Sensible Business Solutions hereunder, at law, or in equity, if Customer fails to pay any fees due hereunder within thirty (30) days from the date due, Sensible Business Solutions may impose a late charge equal to the lesser of two percent (2.0%) per month interest or the maximum allowable rate under applicable law. In the event Sensible Business Solutions in its discretion elects not to charge Customer a late charge or interest for a particular invoice, such election will not waive Sensible Business Solutions' rights to charge a late charge or interest for any other invoice, including future invoices. Sensible Business Solutions may suspend Services if Customer's account with Sensible Business Solutions is or becomes more than twenty (20) days past due.

10. Compliance with Laws; Acceptable Use.

10.1. Customer will use the Services provided by Sensible Business Solutions solely in accordance with the terms and conditions set forth in this Agreement and Sensible Business Solutions' Acceptable Use Policies attached hereto as Appendix D, which may be amended from time to time.

10.2. Customer acknowledges that Sensible Business Solutions exercises no control whatsoever over the content (any and all content of Customer or Customer's end users and/or customers, including but not limited to data, text, multimedia images, graphics, audio and video files), software, applications, or other materials, or any content shared or processed on equipment under the control of Sensible Business Solutions on behalf of Customer (collectively "Content"), and that it is the sole responsibility of Customer to ensure that the information and Content its end-users and/or customers transmit, receive, or use complies with all applicable laws and regulations.

11. Representations and Warranties.

11.1. **General warranties.** Each party represents and warrants that:

- a) it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement, and that its execution, delivery and performance have been duly and validly authorised by all necessary corporate action; and
- b) it holds all necessary licences or approvals to perform its obligations according to the terms of this Agreement.

11.2. Sensible Business Solutions warrants during the Term that, subject to the terms and conditions of this Agreement: (a) the SensibleCloud System will substantially perform in accordance with the Minimum Service Levels described in Appendix B; and (b) that Sensible Business Solutions will perform all Services in a workmanlike manner and in so doing will (i) use individuals of suitable training and skills consistent with industry standards reasonably applicable to such services; and (ii) comply with all Federal regulations applicable to the provision of Services.

11.3. EXCEPT AS PROVIDED IN SECTION 11.1 ABOVE, THE SensibleCloud System IS PROVIDED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES ARE AT ITS OWN RISK. CUSTOMER ACKNOWLEDGES Sensible Business Solutions DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE CUSTOMER EQUIPMENT AND OTHER PORTIONS OF THE INTERNET AND SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S AND/OR Sensible Business Solutions' CONNECTIONS TO THE INTERNET.

12. Term and Termination.

12.1. **Term.** This Agreement will become effective on the Effective Date and will end at the end of the period as indicated by the Initial Term in Schedule A from the Portal & Infrastructure Ready Date ("**Initial Term**"), subject to the termination provisions hereof. This Agreement will automatically renew for additional, consecutive, periods as per of the Renewal term in Schedule A ("**Renewal Term**"), and together with the Initial Term, the "**Term**"), unless a party sends written notice of non-renewal to the other party at least ninety (90) days prior to the end of the then-current Term.

12.2. **Termination.** This Agreement may be terminated:

- a) for non-renewal by either party pursuant to Section 12.1 with termination becoming effective as of the last day of then-current Term; and
- b) upon written notice to the other party following the occurrence of a Relevant Event not cured within the time periods described under Section 12.3, as applicable, with termination becoming effective as of the date specified in such notice, but in no event later than the last day of the calendar month in which a notice of termination is received by the other party.
- c) any invoiced Charges under this Agreement or any Contract have not been paid when due.

12.3. For the purpose of this Section 12.3, a "**Relevant Event**" is committed by a party if:

- a) such party fails to perform its obligations under this agreement and such failure continues for a period of thirty (30) days (or, in the case of non-payment by Customer, 5 days) after delivery of written notice demanding cure; provided, however that if such Party has commenced performance of such obligation (excluding non-payment) and is acting in good faith to cure same, but has not cured the breach by the 30th day, such period will be extended for a reasonable period of time so as to permit such party to complete performance of its obligations.
- b) any of the following events occur: to a party: (i) a distress, execution, sequestration or other process is levied or enforced upon or sued out against a material part of its property which is not discharged within 30 days; (ii) it ceases wholly or substantially to carry on its business, otherwise than for the purpose of a reconstruction, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed); (iii) the appointment of a liquidator, receiver, administrator, examiner, trustee or similar officer of such party over all or substantially all of its assets; or (iv) an application or petition for bankruptcy, corporate re-organization, composition,

administration, examination, arrangement is filed, and is not discharged within 30 days, or a party applies for or consents to the appointment of a receiver, administrator, examiner or similar officer of it or of all or a material part of its assets, rights or revenues.

12.4. Effect of Termination.

a) All amounts due and outstanding and all other amounts that are due and payable through the date of termination will become immediately due and payable upon termination or non-renewal of this Agreement. Customer will pay all such charges within five (5) days after receipt of invoice thereof from Sensible Business Solutions. In order for a notice of termination by Customer to be effective, Customer must pay such invoice in full within such five (5) day period. Termination of this Agreement will not relieve Customer of Customer's obligation to pay any fees or other charges incurred through the date of termination. Unless this Agreement has been terminated by Sensible Business Solutions pursuant to Section 12.2.b), Customer may extend the applicable date of termination specified in Section 12.2 for up to two additional calendar months after the applicable date of termination. In order to extend the termination date, Customer must notify Sensible Business Solutions of Customer's election within ten (10) days after notice of termination is delivered or received by Customer, specifying the later date Customer elects to terminate this Agreement (the "Extension Period"). The monthly fees during each month of the Extension Period will be equal to one hundred twenty-five (125%) percent of the Monthly Fees due in the calendar month immediately preceding the month in which notice of termination was sent (the "Extension Period Monthly Fees"). In order to extend the termination date, Customer must pay to Sensible Business Solutions, in addition to any amounts due and outstanding, the Extension Period Monthly Fees within ten (10) days of said election to extend termination date.

b) Termination of this Agreement by either party will not prejudice Sensible Business Solutions' right to recover or prove damages for amounts incurred or accrued and unpaid prior to the date of termination. No remedy referred to in this Section 12 is intended to be exclusive, but each remedy will be cumulative and in addition to any other remedy referred to above or otherwise available to Sensible Business Solutions at law or in equity and may be exercised concurrently or consecutively. The exercise of any one or more of such remedies will not preclude the simultaneous or later exercise by Sensible Business Solutions of any or all of such other remedies. Sensible Business Solutions' remedies will be available to Sensible Business Solutions' successors and assigns.

c) If any rented hardware was installed on the Customer's premises, the Customer must, upon reasonable notice provided by Sensible, allow Sensible to enter the Customer's premises after the termination or expiry of this Agreement or any Contract to enable Sensible to remove the or Hardware. Sensible will take possession of the Hardware at no cost to the Customer provided the Hardware has not been moved to a different address without the express authorisation of Sensible. The Customer shall provide adequate suitable physical access to the premises for the removal of the Hardware to take place. The Customer agrees to pay Sensible an amount equal to 2 days rent for each day during which the Hardware are not available for removal.

d) Each party will return all of the other party's property (including any Intellectual Property Rights) and any Hardware that has been rented.

12.5. **Termination Assistance.** Upon the expiration or termination of this Agreement, Customer will pay any and all fees and charges due through the date of expiration or termination. Subject to the foregoing sentence and provided that Customer is not in breach or default of any of its obligations hereunder, on the last business day of the agreement, Sensible Business Solutions will package and ship via overnight courier to Customer a digital copy of all Customer Data and Customer Information on a media provided by Customer to Customer's physical address. At Customer's request and sole cost and expense, Customer and Sensible Business Solutions will cooperate in good faith in order to provide for the orderly transition of the Customer Data stored on the SensibleCloud System to Customer's designated computer servers. Customer acknowledges that termination assistance constitutes additional services and that additional fees and charges may apply. If additional services for termination assistance are requested, Sensible Business Solutions and Customer and optionally, Delivery Partner, will set forth a mutually agreed upon statement of work executed by the parties. Sensible Business Solutions reserves the right to require all or part of the appropriate fees to be paid in advance of the performance of such termination assistance.

12.6. **Destruction of Data and Records.** Upon termination of this Agreement and delivery or transfer of all Customer Data to Customer, each party will return or, after a reasonable period of time, but in no event less than thirty (30) days after termination, destroy the Confidential Information of the other party, unless the other party has requested in writing that such Confidential Information be returned. Sensible Business Solutions will remove all Customer Data and Customer Information stored on the SensibleCloud System; provided, however, that, notwithstanding the foregoing, Sensible Business Solutions reserves the right to maintain a digital backup in a secure location for a reasonable period of time solely for legal purposes.

13. INDEMNIFICATION; SOFTWARE INFRINGEMENT

13.1. Each party agrees, at its sole cost and expense, to defend, indemnify and hold the other party harmless against any third-party claims, actions or proceedings, damage, losses, costs and expenses (including reasonable attorneys' fees) arising in connection with (i) any breach or default of this Agreement; (ii) a violation of law; or (iii) such party's negligent acts or omissions and/or willful misconduct.

13.2. In addition to the indemnification obligations of Customer in Section 13.1, Customer will, at its own expense, defend, indemnify and hold Sensible Business Solutions harmless against any third-party claims, actions or proceedings, damage, losses, costs and expenses (including reasonable attorneys' fees) arising in connection with (i) the Customer Data, Customer Information, or other content transmitted to, stored on or used in connection with the SensibleCloud System, including claims that such Customer Data, Customer Information, or other content infringes, misappropriates, or violates the intellectual property or other proprietary rights of any third-party, including violation of rights of privacy; and (ii) Customer's failure to obtain or maintain throughout the Term, any right, license, or consent required by a third-party application provider.

13.3. The indemnification obligations of each party are dependent on the party seeking indemnity (a) giving the indemnifying party prompt written notice of such claim, (b) permitting the indemnifying party to defend or settle the claim, (c) not making any admission of liability in respect of the whole or any part of the claim or entering into any agreement or negotiation to settle or dispose of the claim, (d) providing all reasonable assistance to the indemnifying party in defending or settling the claim, and (e) the claim will not have arisen due to unauthorised acts or misconduct of the other party or a third-party, acting on behalf of such other party.

13.4. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, Sensible Business Solutions' MAXIMUM LIABILITY TO CUSTOMER UNDER THIS AGREEMENT AND/OR ANY AMENDMENT TO THIS AGREEMENT IS LIMITED TO THE BASE MONTHLY FEES PAYABLE BY CUSTOMER TO Sensible Business Solutions IN THE ONE (1) CALENDAR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FOR WHICH ANY CLAIM OF LIABILITY IS MADE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL Sensible Business Solutions BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ENTERPRISE, OR LOSS OF OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CONSEQUENCES OF ERRORS, DOWNTIME, WHETHER SCHEDULED OR UNSCHEDULED, OR FAULTY TRANSMISSION.

13.5. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, Sensible Business Solutions MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW, OR OTHERWISE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO, ANY SOFTWARE OR SERVICES AND/OR Sensible Business Solutions SERVICES PROVIDED HEREUNDER.

13.6. Sensible Business Solutions' WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT WILL EXTEND SOLELY TO CUSTOMER. ANY OBLIGATION OF Sensible Business Solutions HEREUNDER TO CUSTOMER WILL EXTEND ONLY TO CUSTOMER AND NOT TO ANY THIRD-PARTY.

13.7. THE PARTIES ACKNOWLEDGE THAT Sensible Business Solutions HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATION AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE.

14. PPS Law [NOTE TO SENSIBLE: TO BE USED WHEN THE HARDWARE IS RENTED ONLY]

14.1 Further assurances

If Sensible determines that a PPS Law applies, or will in the future apply, to this Agreement or any Hardware supplied under this Agreement or any Contract, the Customer must, promptly upon request from Sensible:

- (a) do anything (including obtaining consents, making amendments to this Agreement or executing a new agreement) for the purposes of:
 - (i) ensuring that any Security Interest created under, or provided for by, this Agreement or any Contract:
 - (A) attaches to the collateral that is intended to be covered by that Security Interest;

(B) is enforceable, perfected, maintained and otherwise effective; and

(C) any Security Interest created under, or provided for by, this Agreement has the priority contemplated by this Agreement;

(ii) enabling Sensible, on and from the Registration Commencement Time, to prepare and register a financing statement or financing change statement; or

(iii) enabling Sensible to exercise any of its powers in connection with any Security Interest created under, or provided by, this Agreement or any Contract; and

(b) provide any information requested by Sensible in connection with this Agreement or any Contract to enable it to exercise any of its powers or perform its obligations under the PPS Law.

Anything that is required by Sensible to be done under this clause 14.1 shall be done by the Customer at its own expense. The Customer agrees to reimburse the costs of Sensible in connection with any action taken by Sensible under or in connection with this clause

14.2 Contracting out

The Customer agrees that, on and from the Registration Commencement Time:

- (a) Sensible is under no obligation to dispose of or retain any secured property Sensible seizes within a reasonable time under section 125 of the PPSA;
- (b) following a default, the Customer has no rights to redeem the secured property under section 142 of the PPSA; and
- (c) the Customer has no rights to reinstate this Agreement or any Contract following a default under section 143 of the PPSA.

14.3 Waivers

On and from the Registration Commencement Time, the Customer waives its rights to receive:

- (a) a notice of Sensible's proposal to remove PPSA personal property which has become an accession under section 95 of the PPSA;
- (b) a notice of Sensible's proposal to dispose of any PPSA personal property under section 130 of the PPSA;
- (c) a notice of Sensible's proposal to retain PPSA personal property under section 135 of the PPSA;
- (d) details of the amounts paid to other secured parties in a statement of account provided by Sensible under section 132(3)(d) of the PPSA;
- (e) a statement of account under section 132(4) of the PPSA; and
- (f) a copy of, or notice of, any verification statement confirming registration of a financing statement or a financing change statement relating to any Security Interest under, or provided for by this Agreement.

14.4 Application of proceeds

If any part of the outstanding indebtedness owed by the Customer to Sensible is secured by a purchase money security interest granted by the Customer to Sensible, Sensible must use any money received under or in connection with this Agreement in the following order:

- (a) first, to pay claims relating to indebtedness of the Customer that is secured but which is not secured by a purchase money security interest; and
- (b) second, to pay claims relating to indebtedness of the Customer that is secured by a purchase money security interest.

14.5 PPS Terms

The terms *attaches, collateral, financing change statement, financing statement, perfected* and *purchase money security interest* as used in this clause 14 have the meaning given to them in the PPSA.

15. General Provisions.

15.1. Force Majeure. Except for the payment of amounts owed hereunder by Customer, if the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, acts of terrorism or war, labour disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

15.2. Relationship of the Parties. The parties to this Agreement are independent contractors, and nothing in this Agreement will create an agency, joint venture, partnership, employment relationship, franchise relationship or taxable entity between the parties.

15.3. Notices. Except as otherwise set forth herein, any notice required or permitted to be given under this Agreement will be in writing, delivered by hand, nationally recognized overnight courier service, facsimile or registered or certified mail and addressed to the other party at the mailing address indicated below. Notices sent by hand or facsimile will also be sent concurrently by either registered mail with return receipt requested or by overnight mail. Notices will be deemed to have been delivered when received, provided that confirmation of delivery is provided upon request of the intended recipient.

If to Sensible Business Solutions:	Sensible Business Solutions Australia. Suite 509 4 Columbia Court Baulkham Hills, NSW, 2153
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If to Customer:	Customer (recorded above)
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15.4. Entire Agreement. This Agreement embodies the parties' entire agreement and supersedes and cancels any prior agreement, express or implied, written or oral, with respect to its subject matter. No modification, deletion, amendment of any provision is binding unless in writing signed by each party's authorised representative. Each party represents and warrants that it relied on no prior representation, promise, or agreement not otherwise contained in this Agreement in deciding to execute this Agreement.

15.5. No Waiver. No waiver of any default under this Agreement will apply to any subsequent default, whether of a similar nature or not, nor will any such waiver be construed as a waiver of any other provision of this Agreement.

15.6. Prevailing Party. In the event one party prevails over another in a dispute regarding this Agreement, the prevailing party will be entitled to its reasonable attorney's fees, costs, and expenses from the other party.

15.7. Non-Exclusive Agreement. It is understood and agreed that this Agreement does not grant Sensible Business Solutions any exclusive rights to do business with the Customer and also that the Customer may contract with other Providers for the procurement of similar services. Nothing in the Agreement prevents the Provider from marketing, developing, using and performing similar services or products to other potential clients.

15.8. Assignment. Customer may not assign this Agreement or any rights or obligations hereunder without the prior written approval of Sensible Business Solutions, which approval will not be unreasonably withheld. Any assignment made by Customer in contravention of this Section will be null and void for all purposes.

15.9. Severability. If any provision, or portion thereof, of this Agreement, or its application to any person or circumstance, will be invalid, illegal or unenforceable to any extent, the remainder of this Agreement, such provision and their application will not be affected thereby, but will be interpreted without such unenforceable provision or portion thereof so as to give effect, insofar as is possible, to the original intent of the parties, and will otherwise be enforceable to the fullest extent permitted by law.

15.10. Counterparts / Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15.11. Modification. This Agreement may be modified only by a written instrument executed by both parties.

15.12. No Third-Party Beneficiaries. Nothing in this Amendment either express or implied is intended to confer, nor will anything herein confer, upon any person other than the parties, and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

15.13. Jurisdiction and Choice of Law. This Agreement will be construed in accordance with the laws of the State of New South Wales without regard to its choice of law provisions. The parties hereby consent to and waive any objections to the exclusive venue and personal jurisdiction of the state and federal courts located in Sydney, New South Wales relating to any dispute regarding this Agreement or enforcement of any right hereunder and any such lawsuit must be filed in the state or federal courts located in Sydney, New South Wales.

15.14. Construction. Whenever the singular number is used in this Agreement and when required by the context, the same will include the plural and vice versa, and the neuter gender will include the feminine and masculine genders and vice versa. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

15.15. Successors and Assigns. All of the covenants, terms, provisions and agreements contained in this Agreement will be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

15.16. Statute of Limitations. Neither Customer nor Sensible Business Solutions may commence an action under this Agreement more than one year after the expiration of its term, or, in the event of default, more than one year after the occurrence of the default.

The individuals signing below hereby attest that (1) they accept and agree to adhere to the terms described in this Agreement and all appendices, and (2) they are authorised to execute this Agreement on behalf of the entity to be bound hereby.

Executed by **[insert Customer name]** ABN **[insert]** in)
accordance with section 127 of the *Corporations Act 2001*)
(Cth):

CUSTOMER:

By: _____

Name: _____

Title: _____

DELIVERY PARTNER:

(on behalf of Sensible Business Solutions)

By: _____

Name: _____

Title: _____

APPENDIX A: CUSTOMER SYSTEM REQUIREMENTS

Permitted Users will Access the SensibleCloud System via the Internet at <https://portal.sensiblecloud.com.au>

Minimum requirements:

1. Microsoft Windows, Apple OS, or Thin-Client Device. Sensible Business Solutions supports (1) any Windows-based computer running Microsoft Internet Explorer 7+, Mozilla Firefox 2+, Google Chrome with an installed Citrix XenApp client, (2) any Apple OS 9 or OS X computer running Safari or Firefox, (3) any thin client terminal running Windows XP or 7 Embedded with a web browser and Citrix XenApp client that supports seamless apps and Citrix Secure Gateway functionality. If the thin client is out of date, it must also support the ability to import SSL certificates, (4) any other operating system that has Citrix XenApp client that supports seamless apps and a modern standards based web browser. Certain parts of The SensibleCloud™ Portal may not function as they do on a Windows-based PC.
2. Internet Connection. Customer Equipment required to provide no less than 40 kbps bandwidth per active Permitted User, and internet service providing stable roundtrip packet travel time from the accessing computer to one of Sensible Business Solutions' servers.
3. Citrix Client. Hosted applications are delivered using the Citrix ICA protocol which requires the client be installed on the accessing computer. If Citrix client is not detected, the login page will automatically begin a download and make it extremely easy for the user to accept installation.

APPENDIX B: SERVICE LEVEL AGREEMENT

This document describes a Service Level Agreement (SLA) between Sensible Business Solutions Australia. ("Sensible Business Solutions") and Customers. This SLA is incorporated by this reference into each Customer's Master Services Agreement ("MSA"). Capitalised terms used herein without being defined herein will have the meaning ascribed to such capitalized term in the MSA and the Acceptable Use Policy ("AUP") as applicable.

Minimum Performance Levels

Application Servers:

Network Interface: Bytes total/sec < 3500000
 Logical Disk: % Disk Time < 500
 Memory: Available Bytes > 300000000
 Memory: Pages/Sec < 3000
 Paging File: % Usage < 40
 Processor: Interrupt time < 0.6
 Processor: % Processor time < 75
 Active Sessions: Depends on the server ~ < 35

Exchange Servers:

Network Interface: Bytes total/sec < 5000000
 Mailbox Store size: Private store < 50 GB
 Mailbox Store fragmentation: % fragmentation < 35
 Logical Disk: % Disk Time < 900
 Local Disk Queue Length: Depends on the server capacity and disk subsystem

File Servers:

Logical Disk: % Disk Time < 900
 Local Disk Queue Length: Depends on the server capacity and disk subsystem
 Open Files: Depends on the disk capacity
 Open Locks: Depends on the server capacity and disk subsystem
 Network Interface: Bytes total/sec < 6500000

Service Problems, Outages and Downtime

In the event that Sensible Business Solutions discovers or is notified by Customer of Downtime or a Force Majeure Event that results in the unavailability of the SensibleCloud System, Sensible Business Solutions will take all reasonable actions necessary to determine the source of the problem and to resolve the problem as soon as reasonably practicable after determining its source. Sensible Business Solutions will use Commercially Reasonable Efforts to minimize any disruption, inaccessibility and/or inoperability of the SensibleCloud System during Normal Business Hours in connection with any Downtime or Force Majeure Event.

Service Problems Resolution Response Time

Service request tickets are monitored 24 hours by 365 days. E-mail and telephone support for responding to service problems will be available 8:30AM – 5:30PM Australian Eastern Standard time, M-F excluding holidays or optionally 24 hours by 365 days. Response times will depend on the priority of the service issue. Notice of an issue will be deemed received by Sensible Business Solutions immediately if during the times listed above, or if notice is sent to Sensible Business Solutions outside of such times, such notice will be deemed received at 8:30AM on the next business day.

Service Issue Priority Chart

Priority	Impact	Examples
1 – Critical	Application or production system is down for most/all users at one company or multiple companies.	Service is not available; application does not save critical data correctly.
2 - Urgent	Application or production system is severely impacted for multiple users in one company. Ignoring the situation will result in a full outage.	A company is unable to execute a business essential task due to an application or system failure (not a full outage). A redundant system has failed and system is running in single point of failure mode.
3 - Standard	Individual user is unable to execute a business essential task due to an application or system failure (not systematic).	Upgrade requests. Feasibility requests.
4 - Low	Extended research or informational only requests.	Non-urgent in nature.

Sensible Business Solutions will begin to address Critical issues within 15 minutes after Sensible Business Solutions receives notice of any such issue. Sensible Business Solutions will begin to address Urgent issues within 60 minutes after Sensible Business Solutions receives notice of any such issue. Sensible Business Solutions will begin to address Standard issues in accordance with standard maintenance and periodic repair schedules pursuant to Sensible Business Solutions' own internal policies. Low priority issues will be addressed at Sensible Business Solutions' sole discretion.

Service Credits Due to Service Problems, Outages and Downtime

Sensible Business Solutions' sole and exclusive liability to Customer in the event of any Downtime occurring during Normal Business Hours will be to issue a credit to Customer of up to fifteen (15%) percent of the Base Monthly Fee charges due in the month in which such Downtime occurs. Customer will be entitled to a credit in accordance with the Table below based upon the period of time during Normal Business Hours in which Sensible Business Solutions determines the SensibleCloud System was unavailable to Permitted Users of Customer if such credit is requested in writing by Customer within fifteen (15) days of the end of the calendar month in which such Downtime occurred. No credit will be due to Customer for any failure of the SensibleCloud System if caused in whole or in part by a Force Majeure Event or Customer Downtime and any credit due will be determined by Sensible Business Solutions based upon its review of its logs and records.

Length of Outage In A Month	Credit as Percentage of Monthly Invoice Amount
Greater than 1 hour but Less Than 3 consecutive hours during Normal Business Hours.	NIL%
Greater than 3 consecutive hours during Normal Business Hours, but Less than 12 consecutive hours during Normal Business Hours.	10%
12 consecutive hours or more during Normal Business Hours.	15%

APPENDIX C: Pricing

Base Monthly Fee:

Monthly fees are based on user counts and resource quantities that are tabulated on a monthly basis for each billing cycle. The rates in effect will be those listed in the component pricing section in Appendix E. The minimum monthly fee for services under this agreement will be:

\$x,xxx AUD

(See Appendix E for service component pricing)

One-Time Portal & Infrastructure Deployment:

Prior to committed Portal & Infrastructure Ready Date, the following will be completed:

Kick Off & Review

- Hold "kick off" meeting to begin deployment and review migration check list
- Technical configuration review
- Application & single-sign-on compatibility review
- Network printer / scanner discovery for specified devices

Project Planning

- Preparation of Deployment "Build Sheet"
- Deployment project plan document
- Scope review and Customer sign off

Portal & Infrastructure Deployment (as per specifications in Appendix E)

- Provision new production SensibleCloud Portal instance
- Deploy servers and storage resources
- Setup hosted printers/scanners
- Enable email, security and compliance features
- Deploy Citrix and standard hosted applications
- Setup Single-Sign-On for SaaS apps
- Configure any necessary Data Centre network routing, switching and firewalls
- Configure backup, replication, and stage DR capabilities as per specifications
- Configure Portal layout and branding as per Customer instructions
- Setup "Company Manager" account with admin permissions

Training and Hand-off

- Conduct administrator (one company manager training)
- Provide materials and documentation for end user training
- Testing & Acceptance by Customer

Technical documentation will be on file with Sensible Business Solutions & Delivery Partner for future support needs.

The fixed price for Portal & Infrastructure Deployment is:

\$x,xxx AUD

See separate Statement of Work for Customer Data Migration Services & Line-of-business Application Engineering, if required.

APPENDIX D: ACCEPTABLE USE POLICY

Introduction

The Acceptable Use Policy (as amended, modified or supplemented from time to time as set forth on Sensible Business Solutions' website, this "AUP") of Sensible Business Solutions Services Pty Ltd. ("Sensible Business Solutions"), is designed to (i) protect Sensible Business Solutions' Customers, users of the SensibleCloud System and third parties, (ii) further compliance with all relevant laws and regulations, (iii) promote the security and availability of the SensibleCloud System and (iv) regulate and restrict the use of all products and services provided by Sensible Business Solutions, ("Services").

This AUP applies to each Permitted User Accessing the SensibleCloud System. This AUP is incorporated by this reference into each Customer's Master Services Agreement and Service Level Agreement. Customers are responsible for complying with this AUP and for violations attributable to their Permitted Users, whether authorised or not by a Customer or Sensible Business Solutions. Customers must take all reasonable steps to ensure that their Permitted Users will comply with this AUP.

This AUP does not (a) obligate Sensible Business Solutions to monitor, review, or police the data and content residing on the SensibleCloud System or (b) create any obligation or duty of Sensible Business Solutions to any party that is not a Customer. Unless and until notified, Sensible Business Solutions is not likely to be aware of any violations of this AUP or any violations of law. Sensible Business Solutions expects all Permitted Users to notify Sensible Business Solutions of any violations of law or violations of this AUP. **Sensible Business Solutions EXPRESSLY DISCLAIMS ANY LIABILITY FOR THE DATA AND CONTENT TRANSMITTED THROUGH OR INTERMEDIATELY, TEMPORARILY OR PERMANENTLY STORED ON THE SensibleCloud System AND FOR THE ACTIONS OR OMISSION OF PERMITTED USERS.**

Prohibited Content

Permitted Users will not allow the posting, transmission, or storage of data or content on or through the SensibleCloud System which, in Sensible Business Solutions' sole determination, constitutes a violation of any federal, state, local or international law, regulation, ordinance, court order or other legal process, as amended from time to time (collectively, "Applicable Law"). Permitted Users will be responsible for determining which Applicable Laws are applicable to their use of the SensibleCloud System. Prohibited content includes, without limitation, (a) content describing ways to violate this AUP or (b) "harvested" addresses or information, (c) "phishing" websites, or (d) "spamvertising" sites.

A Permitted User will not knowingly store or transmit over the SensibleCloud System, any material believed by Sensible Business Solutions to constitute child pornography. In addition to any other actions it may take under this AUP, Sensible Business Solutions reserves the right to cooperate fully with any criminal investigation of content located on the SensibleCloud System that constitutes alleged child pornography or an alleged violation of Applicable Law.

Network Abuse

Permitted Users are prohibited from engaging in any activities that Sensible Business Solutions determines, in its sole discretion, to constitute network abuse, including, but not limited to, the following:

- Introducing or executing malicious programs into any network or server, such as viruses, worms, Trojan Horses, and key loggers.
- Causing or initiating security breaches or disruptions of network communication and/or connectivity, including port scans, flood pings, email-bombing, packet spoofing, IP spoofing, and forged routing information.
- Executing any form of network activity that will intercept data not intended for the Customer's server.
- Evading or circumventing user authentication or security of any host, network or account, including cracking, brute-force, or dictionary attacks.
- Interfering with or denying service to any user, host, or network other than the Customer's host, such as a denial of service attack or distributed denial of service attack.
- Conduct designed to avoid restrictions or access limits to specific services, hosts, or networks, including the forging of packet headers or other identification information.
- Using any program, or sending messages of any kind, designed to interfere with or disable a user's terminal session.
- Forging, misrepresenting, omitting or deleting message headers, return mailing information, or internet protocol addresses, to conceal or misidentify the origin of a message;
- Hacking, and/or subverting, or assisting others in subverting, the security or integrity of our products or systems;
- Soliciting the performance of any illegal activity, even if the activity itself is not performed;
- Threatening bodily harm, or encouraging bodily harm or property destruction;
- Harassing another or encouraging harassing behaviour;
- Engaging in outright fraud or using services to engage in scams like pyramid schemes;
- Collecting personal information about others without their knowledge or consent;
- Instructing others in prohibited activities;
- Using services to disseminate or display images classified under Australian law as child pornography, child erotica (regardless of literary or artistic merit) and/or bestiality; and/or
- Acting in any manner that might subject Sensible Business Solutions to unfavourable regulatory action, subject us to any liability for any reason, or adversely affect Sensible Business Solutions' public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.
- The customer represents and warrants that for their Permitted Users: (a) they have all the rights in the Content stored by them in the SensibleCloud necessary for them to use the Services and to grant the rights in this Section; and, (b) the storage, use or transmission of the Content doesn't breach any law or these Terms.
- The customer represents and warrants that for their Permitted Users they are: (a) solely

responsible for the nature, quality and accuracy of the Content stored by them in the SensibleCloud ; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations including The Australian Copyright Act 1968 including Copyright Amendment (Online Infringement) Bill 2015; (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the US Digital Millennium Copyright Act (or any similar legislation around the world) and any other notices; and (d) maintain appropriate security, protection and backup copies of the Content, which may include, your use of additional encryption technology to protect the Content from unauthorised access.

- Customers must immediately notify Sensible in writing of any unauthorised use of: (a) any Content; (b) any account; or (c) the Services that comes to your attention. In the event of any such unauthorised use by any third party that obtained unauthorised access through you, you will take all steps necessary to terminate such unauthorised use. You will provide Sensible with such cooperation and assistance related to any such unauthorised use as Sensible may reasonably request.

If you believe that a violation of this AUP has occurred please review the information at the Legal section of this AUP, which contains important information concerning the reporting of potential violations.

E-mail and Anti-Spamming Policy

Permitted Users may not (i) send unsolicited bulk messages over the Internet (i.e., "spamming"), (ii) create fake weblog or weblogs which are intended or reasonably likely to promote the author's affiliated websites or to increase the search engine rankings of associated sites (i.e., "splogs") or (iii) send spam to weblog sites or automatically post random comments or promotions for commercial services to weblogs (i.e., "spamming blogs"). Permitted Users must comply with all relevant legislation and regulations on bulk and commercial e-mail, including the SPAM Act of 2003.

Mass Mailings – Permitted Users may not send mass unsolicited e-mail, which is email that is sent to recipients who have not Confirmed Opt-In or Closed-Loop Opt-In in to mailings from the Permitted User. Permitted Users who send mass mailings must maintain complete and accurate records of all consents and opt-ins and provide such records to Sensible Business Solutions upon its request. If a User cannot provide positive and verifiable proof of such consents and opt-ins, Sensible Business Solutions will consider the mass mailing to be unsolicited.

Mailing Lists – Permitted Users are prohibited from operating mailing lists, list servers, or mailing services that do not target an audience that has voluntarily signed up for e-mail information using a Confirmed Opt-In or Closed-Loop Opt-In process or that has made their e-mail addresses available to a Permitted User for distribution of information.

If any Customer uses the SensibleCloud System in a manner that causes Sensible Business Solutions to be "blacklisted" or blocked, Sensible Business Solutions reserves the right to (i) suspend permanently or terminate Sensible Business Solutions Services of such Customer and/or (ii) suspend permanently or terminate the access to the SensibleCloud System. Using the SensibleCloud System on behalf of, or in connection with, or reselling any service to persons or firms listed in the Spamhaus Register of Known Spam Operations database at www.spamhaus.org will constitute a violation of this AUP.

Block Removal – If, as a result of a Customer's actions, Sensible Business Solutions' mail servers or IP address ranges are placed on black hole lists or other mail filtering software systems, Sensible Business Solutions will charge Customer \$155 upfront and \$155 per hour thereafter for any necessary remedial actions.

Legal Investigations

Permitted Users will cooperate and comply with any civil or criminal investigation regarding use of the SensibleCloud System or content located on its servers or transmitted using the SensibleCloud System, including without limitation, the following: discovery orders, subpoenas, freeze orders, search warrants, information requests, wire taps, electronic intercepts and surveillance, preservation requests, and any other order from a court, government entity or regulatory agency (each an "Investigation"). Sensible Business Solutions may charge a Permitted User or any person seeking compliance with an Investigation for the reasonable costs and expenses associated with Sensible Business Solutions' compliance with any Investigation.

Sensible Business Solutions reserves the right to comply with any Investigation without notice to a Permitted User. Customers will not be entitled to a refund or any service credits, and Sensible Business Solutions will not be in default under any agreement for Sensible Business Solutions Services, if its compliance with any Investigation causes a Permitted User to incur downtime or requires the sequestering of all or a portion of the SensibleCloud System. Sensible Business Solutions also reserves the right to disclose information relating to Permitted Users and their use of the SensibleCloud System or information transmitted, owned by or stored by or on behalf of any Permitted User, if such information is disclosed in connection with an Investigation or in order to prevent the death of or bodily harm to any individual, as determined by Sensible Business Solutions in its sole discretion.

Violations of AUP

Sensible Business Solutions may enforce this AUP, with or without notice to a Permitted User, by any action it deems reasonable, in its sole discretion. In addition to the remedial provisions provided elsewhere in this AUP, Sensible Business Solutions may:

- Disable access to a Permitted User's content that violates this AUP.
- Suspend or Terminate a Permitted User's access to the SensibleCloud System.
- Remove DNS records from servers.
- Block mail or any other network service.

- Effect IP address null routing.
- Take legal action against a Permitted User to enforce compliance with this AUP.

Reporting Violations:

If there is a violation of this AUP, direct the information to the Abuse Department located at support@sensible.com.au. If available, please provide the following information:

- The IP address used to commit the alleged violation.
- The date and time of the alleged violation.
- Evidence of the alleged violation.

Sensible Business Solutions may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings.
- Suspend the Permitted User's posting or access privileges.
- Suspend or terminate the Permitted User's account.

- Bill the Permitted User for administrative or reactivation charges.
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

If any Permitted User uses the SensibleCloud System in a manner that exposes Sensible Business Solutions to potential liability, as reasonably determined by Sensible Business Solutions, Sensible Business Solutions may suspend permanently or terminate the access to the SensibleCloud System by such Permitted User.

Sensible Business Solutions reserves the right to recover any and all expenses and reasonable charges, in connection with a Permitted User's violation of this AUP. No refund or service credits will be issued for any interruption in service resulting from violations of this AUP.

Sensible Business Solutions reserves the right at all times to investigate any actual, suspected, or alleged violations of this AUP, with such investigation to include accessing of data and records on, or associated with, the SensibleCloud System.

APPENDIX E: SERVICES

Provision of Software Licenses:

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Installation of the following software licenses legally owned by the Customer: