



## Master Services Terms & Conditions

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## 1. Services

Versa provides digital and AI-enabled services including strategy, design, development and ongoing optimisation of platforms, products and services.

Services may include (but are not limited to):

- digital strategy, customer experience and service design;
- AI, automation and agentic solution design and implementation;
- conversational design, virtual agents and AI-enabled systems;
- product, platform and system architecture;
- website and application design and development;
- integration with third-party systems and platforms;
- prototyping, testing and validation;
- analytics, optimisation and continuous improvement; and
- training, enablement and advisory services.

The specific Services to be provided will be set out in each Statement of Work.

## 2. Definitions

In this document the following words and expressions shall have the following meanings, unless the context otherwise requires:

**Acceptance Criteria:** means criteria detailed in the Agreement or as agreed in writing by the parties.

**Agreement:** means the agreement between Versa and the Client for the provision of Services and encompasses all terms and conditions agreed to by the parties in writing including these Master Services Terms and Conditions together with any of the following project documents provided to the Client (a) the Project Agreement and its signed appendices or Statements of Work and (b) any further agreed Quotes or documentation; (c) blueprinting and scoping documents, (d) specification documents (e) user acceptance test plans and (f) emails or other electronic messages that specifically authorises a change in scope, budget or any amendments to the above documents but excludes any unpaid Service proposals provided.

**Authorised Contract:** means contracts Versa enters into as an agent for the Client.

**Background IP:** means Intellectual Property Rights which came into existence prior to the commencement of the Services being performed under the Agreement.

**Business Day:** a day when trading banks are open for business in the city of Melbourne.

**Client:** means the Company or entity to whom the Services are being provided under the Agreement.

**Commencement Date:** means the date of the Agreement.

**Continuous Improvement Plan:** Versa Maintenance support plans as varied from time to time by the parties. For the avoidance of doubt, any changes to support plans must be agreed in writing between the parties.

**Force Majeure Event:** means a circumstance or event beyond the reasonable control of the parties (excluding a failure to pay) which results in a party being unable to observe or perform on time an obligation under the Agreement, including but not being limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- (c) strikes; and
- (d) changes in any law or regulation that would prevent or delay a party performing its obligations under an Agreement.

**Insolvency Event:** includes, without limitation, an arrangement, compromise, winding up, dissolution, official management, appointment of administrator, liquidator, provisional liquidator or controller, receiver or receiver/manager, assignment for the benefit of a creditor, scheme of arrangement with creditors, insolvency, bankruptcy or, if it applies, a merger, amalgamation, reconstruction or change in the constitution of an entity for the purpose or having the effect of altering a party's rights with its creditors, or anything having a substantially similar effect to any of the events specified under the law of any relevant jurisdiction.

**Intellectual Property Rights:** means in both Australia and throughout the world and for the duration of the rights and whether created before or after the date of this Agreement, any and all of the rights of any kind in:

(a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs;

(b) copyright in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists or may subsist; and

(c) confidential information, trade secrets, know how, scientific, technical and productions information, whether registered or unregistered.

**Maintenance and Support:** means work undertaken but not limited to issue replication & investigation, solution planning, repairing, testing, deployment, resource planning and coordination.

**Prior Material:** means any pre-existing materials, intellectual property or intellectual property rights that either party brings with it to the performance of the Agreement.

**Project:** means the work to be undertaken as specified in the Agreement.

**Project Acceptance:** means the completion of all work performed in order to satisfy the Acceptance Criteria detailed in the Agreement.

**Project Delivery:** means the date on which Versa completes the Project Deliverables.

**Project Completion:** means the last day of the Service Warranty Period and all work outlined in the Agreement has been paid in full, or where the Service Warranty Period is not relevant – the date of the agreed Project Deliverables being provided to the client.

**Project Deliverables:** means the product, outcome, related material or allotted time to be achieved by Versa pursuant to the Agreement.

**Project Fee:** means the amount payable as set out in the Agreement.

**Reimbursable Expenses:** means actual out-of-pocket expenditures incurred by Versa including but not limited to website hosting, image licensing, copywriting, media placement fees and other external fees relating to the development of the Services that are not directly carried out by Versa employees and those additional expenses incurred due to non compliance of Client Obligations.

**Services:** as defined in Clause 1 and detailed in the Agreement.

**Service Warranty Period:** where applicable means the period of 10 days following Project Acceptance of the Services which have functional elements, in accordance with the Agreement.

**Software Product:** means any computer programs written by Versa, including but not limited to software used to operate websites, mobile phone applications and other electronic devices. **Source Files:** means all files that enable the functionality of websites, software products and other technologies development by Versa for Clients' use and includes modification to open source software.

**Term:** means the term of the Agreement.

**Website:** is a collection of web pages, images, videos or other digital assets that are addressed relative to a common Uniform Resource Locator (URL) as specified in the Agreement.

### 3. Client Obligations

#### 3.1 The Client shall be responsible for:

3.1.1 The accuracy, completeness and propriety of information concerning Client's the organisation, products, and services, whether provided to Versa by the Client or by third party authorised in writing by the Client;

3.1.2 The accuracy, completeness and propriety of any ideas or directions, whether provided to Versa by the Client or by a third party authorised by the Client;

3.1.3 The rights, licenses and permissions to use materials furnished to Versa by Client or by a third party authorised by the Client's behalf;

3.1.4 Compliance with all laws and regulations applicable to the Client's business (including all securities and privacy laws); and

3.1.5 Providing reasonable assistance in the form required and when reasonably requested by Versa to enable Versa to complete the Services in accordance with the Agreement;

3.1.6 Immediately notifying Versa of any changes to the Client's brief or other matters which may affect the Project;

3.1.7 Using the Project Deliverables only for the purpose for which they are created;

- 3.1.8 Providing all relevant documentation, feedback and approvals in the timeframes reasonably requested to enable Versa to comply with agreed timelines;
- 3.1.9 Providing a minimum of three Business Days' notice of project timeline interruptions to ensure booked resources can be reallocated so as not to cause loss of revenue to Versa;
- 3.1.10 Ensuring compiled binaries and compiled assets in the code base are consistent with the Versa's code repository and staging environment prior to go live or Project Completion, whichever is the earliest.
- 3.1.11 Ensuring there are no other third party libraries or libraries on different versions other than those used by Versa.
- 3.1.12 If there is an integration with third-party software, issues caused by third-party availability and functionality won't be covered and time required spent fixing will be charged on a time and materials basis.
- 3.1.13 If there are multiple production set ups, source code needs to be maintained on all production set ups. Warranty is void if handing over to a non-complying production set up.
- 3.2 For code collaboration agreements, third party developers are required to follow Versa best practice and workflow management on development, testing and deployment. Versa will not be responsible for any bugs introduced by a third-party developer's code. However by utilising Versa's repository and workflow Versa may provide support with fixing such issues. Any time spent by Versa fixing such issues will be on a time and materials basis.
- 3.3 The Client acknowledges that failure to fully comply with Clause 3.1 may cause Versa to be unable to perform the Services in accordance with the Agreement. If and to the extent that the Client fails to comply with the above:
- 3.3.1 Versa may adjust the project timeline as may reasonably be necessary;
- 3.3.2 Versa and third parties could suffer losses for which the client will be liable, including by reason of disruption to Versa's project planning and deployment of resources; and
- 3.3.3 Versa may charge additional fees reasonably incurred in completing Projects due to the Client's failure to comply with its obligations under the Agreement, including 3.3.2.

3.3.4 If less than three days' notice is provided for project timeline interruption, booked resources that cannot be reassigned will be charged to the client by Versa at standard charge rates.

3.3.5 For code collaboration agreements, third party developers are required to follow Versa best practice and workflow management on development, testing and deployment. Versa will not be responsible for any bugs introduced by a third-party developer's code. However by utilising Versa's repository and workflow Versa may provide support with fixing such issues. Any time spent by Versa fixing such issues will be on a time and materials basis.

## 4. Versa Obligations

### 4.1 Versa must:

4.1.1 Provide the Services in accordance with the Agreement; and all relevant laws relating to the provision of the Services and this Agreement;

4.1.2 Other than when specified in the Agreement, seek the Client's prior written approval for all additional Reimbursable Expenses that Versa may incur, including, but not limited to, any fees, costs, and expenses for third party services;

4.1.3 May engage appropriately qualified personnel and subcontractors to deliver the Services and will remain responsible for their performance,;

4.1.4 Follow all reasonable directions received from the Client consistent with the Agreement;

4.1.5 Ensure Project Deliverables comply with applicable industry standards for digital products, platforms and systems.

4.1.6 Obtain legal advice, at the Clients' request and cost, to ensure that Project Deliverables comply with Competition and Consumer laws, regulations and codes, Lottery Acts and all other statutory requirements.

4.1.7 Provide the Client with information and documents, reasonably requested by the Client and consistent with Versa's obligations under the Agreement. Versa may charge a fee for information and documentation requested that does not form part of the Project Deliverables.

4.1.8 Ensure that the Project Deliverables remain confidential; and

4.1.9 Ensure that the Project Deliverables do not infringe any third party's intellectual property rights whatsoever.

## 5. Warranties

### 5.1 Service Warranties

For Project Deliverables that are functional, such as websites and software products, during the Service Warranty Period, Versa warrants that:

5.1.1 Project Deliverables will on Project Completion satisfy the Acceptance Criteria.

5.1.2 The standard warranty period for Versa is 10 days from project completion.

5.1.3 As at the date of Project Completion, the Project Deliverables will be free from defects, errors or viruses and any other programs which may infect or cause damage to any computer systems or cause damage to, erase or corrupt data at the time of delivery, and perform at all times in accordance with the Specifications.

5.1.4 If any Deliverable is found to be defective and the Client notifies Versa of the defect during the Service Warranty Period, Versa shall rectify or, if necessary to remedy the defect, substitute that Deliverable at its own expense.

5.1.5 Warranties will not be provided on any deliverables that are not functional, such as consulting services.

### 5.2 General warranties

Each of the parties warrants that:

5.2.1 It is legally and practically able to enter into and fulfil its obligations under and in accordance with the Agreement and will fulfil its obligations in accordance with all relevant laws;

5.2.2 Entry into the Agreement and performance of the Agreement will not put it in breach of any obligation to any third party as at the Commencement Date or throughout the Term; and

5.2.3 All representations, warranties and undertakings are true and correct to the best of its knowledge.

5.2.4 The Client warrants that it has not relied on any representations made by Versa other than those outlined in the Agreement.

5.2.5 If any parties other than Versa make any modifications to source code, Versa shall not be responsible for the alteration that such party made and relevant warranties shall be void immediately.

5.2.6 no third party intellectual property rights will be infringed as a result of the Product Deliverables.

## 6. Consideration & Expenses

6.1 For the provision of the Services and Reimbursable Expenses incurred on the Client's behalf, the Client agrees to pay Versa consideration as set out in the Agreement.

6.1.1 The Client shall reimburse Versa for Versa's reasonable out of pocket expenses, or any additional charges provided the Client's prior written approval was obtained for the expense or charge.

6.1.2 All such Reimbursable Expenses that exceed \$500 will be included in either the Project Agreement, if part of initial requirements, or in change request documentation, if the required services are added whilst Versa is completing the Project.

6.1.3 The Client's prior written approval will be required for additional individual item charges in excess of \$500.

6.1.4 Reimbursable Expenses paid by Versa are subject to an administration fee payable by the Client equal to 20% of the cost paid by Versa.

## 7. Maintenance and Support

Any maintenance, support and enhancement estimated to cost less than \$5,000 will be considered Maintenance and Support and provided in line with Versa's Continuous Improvement Plans.

Service considered Maintenance and Support will be provided on a time and materials basis; that is, no fixed price quotes will be provided for these services.

## 8. Billing

8.1 Versa shall invoice the Client for fees as set out in the Agreement or applicable Statement of Work.

Unless otherwise specified, Versa may invoice:

- an initial upfront payment prior to commencement of Services; and
- subsequent amounts based on milestones or work in progress.

8.2 Reimbursable Expenses incurred by Versa and any other amounts due and payable by the Client will be charged in arrears on or about the end of the month these were incurred.

8.3 Maintenance and Support fees will be invoiced in arrears on or about the end of the month in which the work is undertaken.

8.4 Any fees and costs relating to media placements (made with the Client's prior written approval) will be invoiced in advance and are payable before the commencement of the media campaign.

8.5 Payment is due no later than fourteen (14) days from the invoice date unless otherwise agreed in writing.

8.6 Versa reserves the right to charge the Client an interest charge of one and one-half percent (1.5%) per month on overdue accounts provided. In the case of delinquency of a Client's payments or any impairment of a Client's credit as Versa reasonably deems might endanger future payments, Versa reserves the right to change the requirements as to terms of payment under the Agreement.

8.7 Should a Client be in default with respect to payment under the Agreement, the Client agrees to reimburse Versa for any costs incurred in connection with Versa's attempts to collect any sums that are over thirty (30) days past due (on a full indemnity basis) and the Client shall remain in default until such reimbursement is made in full.

8.8 In the event of a disputed charge, the Client shall notify Versa in writing of the disputed amount within fourteen (14) days of the invoice date, specifically identifying the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation. In the event of a termination due to Client's failure to pay, the Client shall be liable for any cost due to termination. Under no circumstances is the Client to offset any amounts from an invoice without the prior written consent of Versa.

8.9 Notwithstanding any other provisions of the Agreement, except where the Client notifies Versa in accordance with clause 8.8 and subject to the provisions of that clause if the Client's payment is 14 days past due Versa may do any or all of the following:

8.9.1 Suspend the provision of Services;

8.9.2 Not honour any obligation relating to the Service Warranty Period;

8.9.3 Change project timelines and cost estimates;

8.9.4 Reserve the right to change the requirements as to terms of payment under the Agreement.

Versa may take any or all of the above mentioned actions without any liability whatsoever for any loss or damage suffered by the Client, except that Versa must first send the Client a notice in writing advising of the outstanding payment due including such particulars as may be necessary to fully appraise the Client of the overdue payment, and the Client shall have seven days to make that overdue payment.

8.10 If, within 14 days of the date of an invoice, Versa does not receive notice that a Client disputes the invoice, the Client is deemed not to dispute the invoice and, to the maximum extent permitted by law, waives all rights in law and equity that would accrue by reason of its disputation of an invoice.

8.11 Ownership of any Deliverables and all intellectual property shall remain vested in Versa until payment in full for Project Deliverables is made.

8.12 Where an upfront payment is specified, Versa is not required to commence Services until such payment has been received.

## 9. Intellectual Property & Ownership

9.1 Each party will continue to be the owner of all Prior Material and Background IP provided by that party which is used in any Project Deliverables to be provided under the Agreement.

9.2 Versa retains ownership of all intellectual property rights in:

- its methodologies, frameworks, tools, processes and know-how;
- any pre-existing materials;
- any generalised learnings or expertise developed in the course of the Services; and
- any reusable components, including code libraries, system designs, AI models, prompt structures and orchestration logic,

whether created before or during the performance of the Services.

For clarity, Project Deliverables do not include Versa's underlying methodologies, frameworks or reusable components.

9.3 Subject to full payment of all fees, the Client is granted a perpetual, non-exclusive, royalty-free licence to use the Project Deliverables for its internal business purposes.

9.4 Source code developed for software products and websites during the course of engagement under the Agreement will be the property of Versa and supplied to the Client on an irrevocable, perpetual, royalty-free licence to use the intellectual property for the purpose for which it was created.

9.5 Any third party intellectual property rights acquired for the completion of the Project Deliverables will be supplied to the Client on the same terms as which they are acquired by Versa. The Client's use of such materials will be restricted to the licensing rights under which they were acquired. (eg music, talent or image licences)

9.6 Any limitations on use of Deliverables will be specified in the applicable Statement of Work.

9.7 If the contract is terminated under clause 14, the licence granted under clause 9.4 will continue and be extended to allow modification to be made to Versa's Prior Material and other materials developed for inclusion in Project Deliverables. This extended licence is limited to the continued use by the Client for the purpose for which it was delivered to the Client. The licence does not allow for any commercial exploitation of the Intellectual Property Rights beyond the use for which it was provided at the date of termination.

9.8 If the Client engages a third party to assist the Client to use and modify Versa's Prior Materials or other materials developed for inclusion in Project Deliverables that is owned by Versa, in connection with the use of Project Deliverables of these terms and conditions, the Client must stipulate in its contract with that third party that the third party cannot use any Intellectual Property Rights licensed under this Agreement in connection with any project for any entity other than the Client.

9.9 Any ideas, designs, copy, concepts, or other intellectual property developed by Versa during the Term of the Agreement that is presented by Versa to the Client that does not form part of any Project Deliverables and is not paid for by the Client remains the property of Versa.

9.10 The Client will, at its own cost, obtain all necessary permissions, authorisations, licences and consents in relation to the use and incorporation of third party materials including third party Intellectual Property Rights used in the Services provided by Versa.

9.11 Notwithstanding anything else herein contained the Client expressly indemnifies Versa from and against all claims actions losses or demands that

may result from the Client not having obtained all necessary licenses, permits, consents and approvals to use the Client's or third parties intellectual property for the Project.

## 10. AI and Automation

The Client acknowledges that, where the Services involve artificial intelligence, machine learning, automation or similar technologies:

- (a) outputs generated may be probabilistic in nature and may not be error-free, complete or accurate;
- (b) Versa does not warrant or guarantee the accuracy, completeness, reliability or fitness for purpose of such outputs;
- (c) the Client is responsible for reviewing, validating and approving any outputs prior to reliance or use; and
- (d) Versa is not responsible for any decisions, actions or outcomes arising from the Client's use of such outputs.

Versa retains ownership of any underlying AI systems, models, prompt structures, orchestration logic, training approaches and associated methodologies used in delivering the Services.

The Client acknowledges that the Services may rely on third-party platforms or technologies, and Versa is not responsible for the availability, performance or changes to such third-party services.

The Client acknowledges that outputs generated require human oversight and should not be relied upon without appropriate review.

## 11. Third Party Contracts

11.1 Where the use of Authorised Contracts has been approved by the Client, the Client authorises Versa to enter into those Authorised Contracts, as an agent for a disclosed principal. Versa will not enter into other Authorised Contracts without the prior written consent of the Client. The Client assumes full liability and responsibility for any expenditures resulting from Authorised Contracts that were incurred within the scope of the Client's instructions.

11.2 While Versa shall endeavour to guard against any loss to the Client for any loss or claim resulting from the failure or improper performance of any part of the Services by any third party, which is the subject of an Authorised Contract, Versa shall not be liable or responsible to the Client for any such failure or loss.

## 12. Confidentiality

Each party (Receiving Party) will treat as confidential and properly safeguard any and all information, documents, the Agreement, papers, programs and ideas relating to the other party (Disclosing Party), its operations, intellectual property, finances and products, disclosed to the Receiving Party and designated by the Disclosing Party as confidential or which should be reasonably understood to be confidential (Confidential Information).

Confidential Information shall not include information that:

- (a) is or falls into the public domain;
- (b) is disclosed to the Receiving Party by a third party which is not under an obligation of confidentiality to the Disclosing Party;
- (c) was already known to the Receiving Party; and/or
- (d) is independently developed by the Receiving Party without reference to Confidential Information.

Versa will ensure that its officers, employees, advisers and any third parties engaged under an Authorised Contract are informed of the confidential nature of the Confidential Information and required to keep that information confidential and, in the absence of a professional obligation to maintain confidentiality, enter into a confidentiality agreement on similar and not less favourable terms and conditions as this Agreement.

The obligations of confidentiality under this Clause do not apply to any information that is required to be disclosed by any applicable law. In the event the Receiving Party is required by a subpoena or other legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party shall:

- (i) if legally permitted, inform the Disclosing Party of such requirement; and
- (ii) only provide such Confidential Information of the Disclosing Party that is legally required. In the course of performing the Services, Versa may disclose Confidential Information as the Client shall have approved for disclosure or as is reasonably necessary for Versa to provide the Services (with prior written notice to the Client). This provision shall survive the termination of the Agreement and shall remain in full force and effect for a period of five (5) years following the completion of Services.

### 13. Privacy

Each party shall comply in all material respects with the Privacy Act 1988 (Cth) and shall not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by the other party of the same.

### 14. Term and Termination

14.1 This Agreement is effective as of the date any of the first Agreement signed by the Client ("the Effective Date"). The Agreement will continue in full force and effect for three (3) years after the Effective Date ("Term"). Thereafter, the Agreement will automatically renew for successive one (1) year periods unless terminated on renewal by either party giving thirty (30) days written notice to the other party prior to the renewal date. The entire period during which the Agreement is in effect is referred to herein as, the Term.

14.2 Either party may terminate this Agreement immediately by providing the other party notice in writing if:

14.2.1 The other party is in material breach of any of its obligations or warranties that is capable of remedy but fails to remedy that breach within 14 days of receiving written notice to do so;

14.2.2 The other party breaches any provision of this Agreement where such breach is not capable of remedy; or

14.2.3 The other party ceases carrying on business for any reason, or suffers an Insolvency Event.

14.3 Either party may terminate this Agreement by giving the other party at least 60 days written notice prior to the intended date of termination provided the notice does not expire prior to the completion of any active Project Agreements.

14.4 In addition to any other right or obligation of the parties, in the event of termination of the Agreement the Client will pay to Versa all fees and expenses properly incurred in accordance with the Agreement up to the date of such termination.

14.5 On termination or expiry of the Agreement Versa must:

14.5.1 Return (or if duplicates, destroy) any Client confidential information or intellectual property in Versa's possession, custody or control;

14.5.2 Provide all assistance, access and cooperation reasonably required by the Client to transfer Project Deliverables, including the transfer, migrations and, if necessary, conversion of data, to a new IT provider, at the Client's Expense:

14.5.3 If requested by the Client, continue to licence, host and provide maintenance and support services to the Client at Versa's standard rates.

## 15. Non-Solicitation

During the Term hereof and for a twelve-month period thereafter, neither party shall solicit, employ, or attempt to employ, directly or indirectly (whether as employee, consultant or otherwise) any employee of the other party (or any former employee whose employment terminated within the previous twelve months) without the other party's prior written consent. If during the Term hereof or twelve months thereafter a party engages the services of an employee of the other party without the other party's prior written consent, the hiring party agrees to pay the other party a recruitment fee calculated as twenty percent (20%) of that person's new annual salary and any other compensation.

## 16. Indemnification

16.1 The Client shall defend and indemnify Versa from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable legal fees and costs) (collectively "Loss") resulting from claims made against Versa by any third party, including any governmental entity, which arise out of or in connection with:

- (i) the Client's obligations under section 3 above;
- (ii) information or materials supplied to Versa by Client or a third party authorised by the Client;
- (iii) as a result of the Services not complying with relevant legislation;
- (iv) any issue of safety, product liability or the nature, use or performance of the Client's products or services;
- (v) the Client's failure to pay any and all amounts owed to third parties or any claims raised by third parties against Versa related to Authorised Contracts;
- (vi) the Client's use of any third party materials in violation of the terms and conditions set forth in the agreements governing the use of such third party materials; and

(vii) the negligence of the Client or any of its employees, agents and assigns.

16.2 Versa shall indemnify, defend and hold the Client harmless for all Loss with respect to any third party claim or action against the Client arising out of or in connection with

- (i) Infringement of third party intellectual property rights by Versa, where client was not notified to obtain a licence to use those rights;
- (ii) material prepared by Versa on the Client's behalf to the extent it asserts a claim for infringement of copyright, piracy, or plagiarism; or
- (iii) Versa's failure to follow the Client's express written instructions (unless those instructions are contrary to any express provisions in the Agreement).
- (iv) A breach of any warranty given by Versa under this Agreement;
- (v) A breach of any term or condition by Versa under this Agreement;
- (vi) A breach of any laws, regulations, licences required to be obtained by Versa under this Agreement.

16.3 Upon the assertion of any claim or the commencement of any suit or proceeding against either party (the "Indemnatee") that may give rise to liability of the other party (the "Indemnitor") hereunder, the Indemnatee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnatee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated to participate in any settlement which it reasonably believes would have a significant adverse effect on its business. The Indemnatee shall make available to the Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defense.

16.4 This Section 16 shall survive the expiration or termination of the Agreement.

## 17. Limitation Of Liability

Except as set out above, in no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject

matter of the Agreement, even if said party has been advised of the possibility of or could have foreseen such damages. This Section 17 shall survive the termination of the Agreement.

The Client acknowledges that Versa's liability to the Client for a breach of the Agreement or of any express or implied warranty arising under the Agreement, or failure of any Project Deliverables to satisfy the Acceptance Criteria is limited to at the election of Versa either to repaying to the Client the price paid by the Client to Versa for the provision of the Services or the resupply by Versa of the Services to the Client.

Versa's total liability under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise, is limited to the total fees paid by the Client to Versa under the relevant Statement of Work.

## 18. Project Acceptance

18.1 When Versa considers it has completed the Project Deliverables, Versa will test and ensure that they comply with the Acceptance Criteria and are to the Client's satisfaction.

18.2 Upon completion of the acceptance tests, referred to in Clause 18.1. Versa shall notify the Client that the Project Deliverables have satisfied the Acceptance Criteria and comply with the requirements of the specific Project Agreement.

18.3 The Client may observe the Project Deliverables being subjected to all or any of the acceptance tests.

18.4 If a Project Deliverable fails to satisfy the Acceptance Criteria, the tests will (subject to sub clause 18.1) be repeated by Versa at reasonable intervals following Versa undertaking any necessary corrective measures, at its sole expense, until the Project Deliverables satisfy the acceptance criteria.

## 19. Insurance

Versa will maintain the following insurance for the duration of the Term:

19.1 Public liability and workers compensation insurance: and

19.2 Product Liability and Professional Indemnity insurance, after acceptance of any Project, in accordance with the Agreement as follows:

19.3 Public liability: \$20 million

19.4 Product liability: \$20 million

19.5 Professional Indemnity: \$5 million

19.6 Workers Compensation: As required by law

## 20. Relationship of Parties

The Agreement does not create a relationship of employment, agency or partnership between the parties, except where expressly stated in the Agreement and only for the purposes specified.

## 21. Force Majeure

Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under the Agreement if such delay or failure is due to a Force Majeure Event, including any cause beyond such party's control and including without limitation, restrictions of law or regulations, labour disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

If a delay arising directly out of a Force Majeure Event continues or is likely to continue (as agreed by the parties) for more than 30 days, then either party may immediately terminate this Agreement by notice in writing to the other party.

## 22. Governing Law

Any controversy or claim arising out of or related to the Agreement shall be governed by the laws of the State of Victoria. Both parties irrevocably consent to the non-exclusive jurisdiction of the courts in Victoria.

## 23. Waiver

No waiver of any provision or of any breach of the Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorised representative of the party to be charged with such a waiver. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

## 24. Notice

All notices required under the Agreement shall be in writing and signed by the party delivering such notice and delivered to the Client and Versa at their respective addresses, with electronic confirmation of delivery, or via email. Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in Section 13A of the Electronic Transactions (Victoria) Act 2000.

## 25. Publicity

The Client consents to Versa referring to Project Deliverables and the Client for the purpose of publicising Versa's services and presenting its credentials, but only so long as such references are not likely to be detrimental to the Client's reputation. Such references may include placing a hyperlink on the Website or Software Product that refers to Versa's website and vice versa.

Versa must obtain the Client's written approval to refer to this Agreement, the Project Deliverables and/or its relationship with the Client for the purpose of publicising Versa's services and presenting its credentials, but only so long as such references are not likely to be detrimental to the Client's reputation (as assessed by the Client acting reasonably). Such references may include placing a hyperlink on the Website or Software

Product that refers to Versa's website and vice versa.

All websites and software products created by Versa and viewable or available on the Internet will contain the credit "Digital Agency - Versa" at or near the lower right hand corner of the homepage of the Website or Software Product.

## 26. Entire Agreement/Severability

The Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement concerning the subject matter hereof. In the event that any provision of the Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

## 27. Changes

Versa reserves the right, at its discretion, to change or modify all or any part of these Master Services Terms and Conditions at any time. Such changes or modifications shall be effective immediately upon notification to the Client and upon the Client signing a new Project Agreement.

## 28. Taxes

Any terms and conditions used in this clause have the same meaning as given in A New Tax System (Goods and Services Tax) Act 1999 (GST Act).

All fees and expenses stated under the Agreement are GST exclusive.

All fees and expenses payable by the Client will be increased to include any GST payable by Versa.

GST will only be payable by the Client to Versa upon Versa delivering to the Client a valid tax invoice for that part of the Services being invoiced.

## 29. Interpretation

In the Agreement, unless a contrary intention appears:

any recitals, schedules or annexures form part of the Agreement and have effect as if set out in full in the body of the Agreement;

references to “include” and “including” are to be construed as being a reference to “includes without limitation”.