



GPK Group Pty Ltd

2/94 Abbott Road

Hallam, Victoria

Australia, 3803

Managed Services – Terms and Conditions

Availability of Services

GPK Group Pty Ltd (GPK) services and products (collectively, the “Client Services”) are available only to approved and registered technology systems (each, a “Registered System”) with GPK at a registered company or organization (each a “Client”).

Standard support hours are 8:30am to 5:00pm, Monday through Friday, UTC +10 (Melbourne). 7:00am to 7:00pm, Monday through Friday, support availability is guaranteed. Support time used outside the standard support hours will be charged at 1.5 times the standard rate.

7:00pm to 7:00am and Saturday through to Sunday support availability is best effort and will be charged at 2 times the standard rate. Onsite visits outside Standard support hours will incur a travel charge.

Onsite Services

Onsite Services shall be provided to the Clients’ existing covered technology as needed to resolve technology support issues that could not be solved using phone or Internet technical support. GPK reserves the right to exhaust all phone and technical support options it deems reasonable before activating onsite technical support services.

GPK retains sole discretion regarding scheduling of onsite services. Onsite Technical Support Services may not be available in all locations. GPK reserves the right to use contracted third party consulting service providers for onsite services. For an additional fee Onsite Insurance can be purchased per site. This will provide business piece of mind knowing that no additional fees will be incurred if an onsite visit is required.

Project and Planning Services

Our Professional Services department performs all major projects, ranging from server installations, major software upgrades and WAN deployments. GPK Senior Solutions Architects will design, plan and integrate systems that are suited to our Clients requirements. Each project is carefully planned with workflows and documentation to ensure that every detail of the project goes as planned.

In the scope of the Agreement, GPK does not include Project related services. These services will be invoiced at a rate agreed to by the GPK and the Client.

Optional Services

Optional onsite services for software, hardware, installations, training, website development, database development, software development, and other support services outside the scope of the standard services are available on an hourly basis. Additional service charges will apply and will be quoted on a case-by-case basis. Billing will be handled by GPK and charged to the same account provided by the Client for the standard services.

Services provided by third party partners, are not under the control of GPK and GPK is not responsible for the content, functionality, or continuing operations of these services.

Period of Agreement, Renewal, and Cancellation

Subject to the exceptions below, the Client agrees to remain a GPK client, with at least the minimum



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spend set out at the start of the agreement, for a period of at least twelve (12) months, after which the agreement will continue on a month-to-month basis.

Each GPK client will be automatically renewed for another client term monthly, at the same plan type, unless the Client gives GPK thirty (30) days' notice that the Client elects not to renew the agreement. The Client must contact GPK at 1300 854 223 to receive a GPK Service Cancellation Request document and complete this document and send to GPK when completed.

Refunds will not be given for cancelled accounts. Upon notice of cancellation end user support will be suspended at the end of the monthly billing cycle in which it is cancelled. If cancelled within an agreement period the following rules apply:

12 Month contract – full contract payment is required.

24 month contract – first 12 months paid in full. Second 12 months requires 75% payment of amount due.

36 Month contract – first 12 months paid in full, Second 12 months requires 75% payment of amount due, Third 12 months requires 50% payment of amount due.

Exceptions

The Client may choose to cancel the agreement if 5 key measurable items are not delivered in a given month within the timeframe of the schedule guaranteed according to the MSA for a total of 4 months within the 12 month period from the signed date of the agreement.

In the event of a request for cancellation; GPK will consider these measurable items to calculate the appropriate early termination of contract fee, if any need apply.

The Client may terminate the agreement if GPK:

- Becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- Enters into any composition arrangement with its creditors;
- Has a winding up or dissolution order made;
- Has a provisional liquidator appointed;
- Has a manager or receiver appointed to manage the whole or any part of the GPK's property;
- Becomes a party to or enters into any composition or scheme of arrangement; or
- Ceases or threatens to cease conducting business in the normal manner

GPK reserves the right to terminate any agreement at its sole discretion, without reason, or penalty at any time.

Disputes

If there is any dispute between the parties concerning this agreement, then the parties must attempt to resolve any such dispute by the dispute resolution procedure set out herein before resorting to alternative avenues, including litigation.

The dispute resolution process is as follows:

- If a party believes that a dispute has arisen, it must serve a dispute notice on the other party;



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- The dispute notice must state that a dispute has arisen and identify in sufficient detail what the dispute is;
- the dispute notice must be provided to the other party following receipt of which the respective parties shall meet or hold a telephone conference within a period of seven (7) days to seek to resolve the dispute;

Failing resolution by the parties' the parties may jointly request to seek mediation.

If the dispute is settled, all parties must sign the terms of agreement and those terms are binding on the parties.

Any mediation undertaken by the parties is confidential and statements made by the mediator or the parties as well as discussions between the participants to the mediation before, after or during the mediation cannot be used in any legal proceedings.

It shall be a term of the engagement of the mediator that the parties release the mediator from any Court proceedings relating to the dispute or the mediation.

Clients Non-Transferable

GPK clients, and all rights of the Clients to receive Client Services, are non-transferable.

Warranties

Each party warrants to the other party that each of the following statements is true, correct and accurate:

- The party has the power and authority to enter into and perform its obligations under this agreement;
- This agreement constitutes a legal, valid and binding obligation of the party enforceable in accordance with its terms;
- The party is not insolvent and no receiver has been appointed over any part of its assets and no such appointment has been threatened;
- Entry into this agreement will not breach any legislation or regulation.

Limitation of Liability

Neither party shall be liable to the other party for any loss suffered by the other party (whether directly or indirectly) as a result of any circumstances beyond the reasonable control of the first party which prevents it from carrying out its obligations under this agreement.

Indemnity

Subject to "Limitation of Liability", GPK indemnifies the Client (and its Representatives) and will keep the Client (and its Representatives) indemnified against any and all Claims which the Client may suffer to the extent that such Claim directly arises from any act or omission of GPK which is negligent or constitutes a default of GPK under this agreement.

Subject to clause 14, the Client indemnifies GPK (and its Representatives) and will keep GPK (and its Representatives) indemnified against any and all Claims which GPK may suffer to the extent that such Claim directly arises from any act or omission of the Client which is negligent or constitutes a default under this agreement.

For the purposes of this clause:



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- Claims means any claim, notice, demand, action, proceeding, loss, damage, cost, expenses, or liability (including legal costs on a full indemnity basis) however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute;
- Representatives mean directors, officers and employees.

Force Majeure

In the event GPK's delivery of the Client Services is delayed, prevented, or otherwise made impracticable by reason of any acts of God, fires, floods, earthquakes, or other natural catastrophes; national emergencies, strikes, lockouts or other labour difficulties; computer "hacking" attack or computer virus; any law, order, regulation or other action of any governing authority; or any other cause beyond GPK's reasonable control, then GPK shall be excused from such delivery to the extent that it is delayed or prevented by such cause.

Modifications to Terms of Service

GPK reserves the right to amend the Terms of Service that govern use of the Client Services and the GPK agreement at any time by sending information regarding any amendment to the Terms of Service to the email address of the Primary Contact and/or Billing Contact the Client provides to GPK.

The Client will be given sixty (60) days notice prior to the implementation of said amendment, during which time the Client may contact GPK for clarification and request for additional information.

The Client's continued use of the Client Services after the thirty-day period during which such amended Terms of Service have been sent to the Client shall be deemed acceptance by the Client of the amended Terms of Service.

In the event the change to the terms of service relates to any change in the billing rate GPK will provide sixty (60) days notice prior to any change to the Primary Contact and/or Billing Contact the Client provides to GPK. In the event of a change in the billing option the client has the right to cancel service with thirty (30) days notice or with continuation of the service beyond the notified change in the billing rate will act as confirmation of acceptance by the client.

Fair Usage Policy; Suspension or Termination of Clients

Though GPK has set no fixed upper limit on the amount of telephone or online support requests a Client may make annually, each Client's use is subject to GPK's "fair use" policy. Under this policy, if at any time, in GPK's sole discretion, the Client's use exceeds the level of use reasonably expected from someone using the service for business use, then GPK reserves the right to suspend or terminate the Client's Client Services.

In addition, GPK reserves the right to suspend or terminate any Client Services of any Client that GPK, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than Client, or (c) for any computer system other than a Registered System.

General

GPK and/or third party providers may make improvements and/or changes in the products, services, programs, business or customer policies and prices described in their websites at any time.

Australian state law will govern any action related to the Terms of Service, without regard to conflict of law principles.



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The Terms of Service shall be construed as if it was executed and performed in the State of Victoria. Any cause of action by a Client or other viewer of this agreement must be commenced within three (3) years after the cause of action arose or it shall be forever waived and barred.

If any provision of the Terms of Service be held invalid or unenforceable, that portion shall be enforced to the maximum extent possible, and all other provisions contained in the Terms of Service shall remain in full force and effect. GPK's failure to enforce any provision of the Terms of Service shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Billing

GPK requires monthly payments be paid using the GPK provided third party direct debit service. GPK requires an amount equal to the monthly invoice for service to be paid in advance in addition to the first month's payment upon signing of the agreement.

In the event of termination this amount will be credited towards the final month of service. Any late payments for invoiced services beyond the 20th of the month will be applied a daily late charge based on an annual rate of 15% of the amount outstanding.

Non-payment will result in temporary stoppage of services; Clients will have 30 days to make payment or services will remain suspended until all payments are made in full. In the event payment is not received within 60 days client will forfeit the last month's payment and all GPK services will be removed from the Client's network. All outstanding invoices will be owed in full.

The Client agrees to be billed the first of each month, using the billing information provided, for a period of the contract. The billing will begin as of the date of the network audit or first service delivery if this occurs prior to the network audit.

Customer understands and agrees that the relationship with GPK will be managed according to the Terms of Service provided with this agreement. In the case that the CLIENT begins an agreement mid-month, the CLIENT will be invoiced for the part there of the month in which the agreement has commenced. Full billing will begin from the beginning of the following month.

Fees and Pricing

- All price changes will be given with 30 days' notice to the client
- All pricing is in Australian Currency.
- All prices do not include GST.
- All Credits issued by GPK must be used within 12 months of purchase.
- GPK reserves the right to adjust credits (monthly device costing) on the following bases:

1. Indexation up to 5% per annum which includes inflation as measured by the Australian Consumer Price Index (CPI).
2. In the event the CPI is more than 5% such undertaken will increase accordingly. In the event that CPI is less than 5% then the indexation shall be at 5%.
3. In the event of carriers or 3rd party providers of hardware, software, licensing or internet services charging GPK more than the rate established at the start of your agreement such an increase may be passed on to the customer.



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4. If the client is in breach of device of the device count for more than a one month.
5. If the client has been in breach of the fair use policy.
6. If the client has undertaken changes to the network without prior consent from GPK.
7. If client is proven to hinder GPK ability to fix the fault with in specified time frame.

Confidentiality

For the purposes of this clause:

- Confidential Information means the confidential information or sensitive commercial information of a party including without limitation financial information, management information, marketing information, sales strategies, technical information, supplier lists, client information, employee information, concepts, operational ideas and trade secrets.

In relation to Confidential Information of each party, each party must:

- Keep it strictly confidential;
- Not disclose it or any copies of it to any person (except to the extent required by law) other than to its employees who agree in writing to keep the Confidential Information confidential, and only to the extent that they have a need to know;
- Not make any copy of the Confidential Information other than as strictly necessary;
- Implement all security measures against unauthorised use, copying and disclosure;
- Immediately notify the other party if a party becomes aware of any unauthorised copying, use or disclosure in any form or if any law requires disclosure;
- Promptly comply with all instructions and directions of the other party; and
- On expiry or termination of this agreement, immediately return to the other party all Confidential Information, and copies of it in their possession or control.

GPK acknowledges and agrees that all Confidential Information disclosed to it under this agreement will remain the property of the Client and will be promptly returned to the Client at the request of the Client together with all copies or reproductions thereof.