



ISI uses different forms of agreements that relate to the supply of Products and Services to its customers. The following is a typical Standard Form of a Managed Services Agreement.

MASTER SERVICES AGREEMENT

Between

ISI

and

CUSTOMER

TABLE OF CONTENTS

1. Intent	3
2. The Master Services Agreement.....	3
3. Master Services Agreement.....	5
4. Term and Services	5
5. Performance by ISI	5
6. Payment of Fees and Expenses	6
7. Termination	6
8. Non-Interference with Employees	7
9. Confidentiality.....	7
10. Limitation on Liability	8
11. Intellectual Property Indemnification	9
12. Warranties.....	9
13. Insurance	9
14. Approvals	10
15. Rights.....	10
16. Remedies.....	10
17. No Implied Waivers	10
18. Severability.....	10
19. Headings.....	11
20. Force Majeure	11
21. Notices	11
22. Assignment	11
23. Entire Agreement and Modification	12
24. Counterparts	12
25. Taxes	12
26. Governing Law.....	12
Schedule A - Agreed Rates Table.....	14
Schedule B - ISI Skills Matrix	15
Annexure 1 - Statement of Work.....	16
Project Deliverables	16
Basis of Pricing	16
Payment Terms.....	16
Variations to Scope or Schedule	16
Insurance	16
Annexure 2 - Service Level Agreement Summary	17

1. INTENT

The Intent of this Master Services Agreement is to clearly define a framework within which ISI Pty Limited or ISI Managed Services Pty Ltd (ISI) and Customer can actively engage in joint business for their mutual benefit.

Without a clear understanding of the framework within which both organisations can do business, expectations, deliverables and objectives can be misunderstood. This can lead to an unsuccessful partnership and business relationship between each organisation.

It is in the interest of both organisations to maximise their return from a well-managed relationship and mitigate risk.

2. THE MASTER SERVICES AGREEMENT

An essential part of any specific project and on-going relationship, prior to any paid work commencing, is the definition of the Terms and Conditions of the engagement, a Statement of Work (SOW) clearly defining the deliverables, a problem escalation process, a Customer Relationship Manager and the nomination of a Project Manager/Coordinator for each piece of work to be executed.

Therefore, it is an ISI practice to create a "General" Master Services Agreement (MSA) (this document) by which to engage with Customer for any specific and/or general business. This Agreement will then, from time to time, have specific details, such as Rate Tables, Skills Matrices and SOW's, annexed to it as work is contracted between ISI and Customer. An agreement can be entered into for a Fixed Price or based on Time and Materials.

The Rate Table and Skills Matrix schedule may be subject to change or modified over time. Each SOW annexure will be clearly defined work requests with all of the current information regarding required resources, such as the rates and skills for the specific task required.

A Project Manager/Coordinator MUST be provided for each SOW to manage the expectations between ISI and Customer for each particular engagement.

Schedule (Sn)/ Annex (An)	Status (Date of Sign Off or Action Required and By Whom)	Document Location
SA – Agreed Rates Table	Customer	Schedule A - Agreed Rates Table
SB – ISI Skills Matrix	Customer	Schedule B - ISI Skills Matrix
A1 – Statement of Work	Customer	Annex 1 - Statement of Work
A2 - Service Level Agreement Summary	Customer	Annex 2 - Service level agreement summary

3. MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this day of Month, 2015 (the "Effective Date") by and between ISI Pty Limited or ISI Managed Services Pty Limited with its principal place of business at Level 2, 645 Harris Street Ultimo NSW 2007, (herein called "ISI") (ABN 96 003 152 225 or 66 079 758 802) and Customer (herein called "Customer") (ABN _____) having an office and place of business at Address.

WHEREAS, Customer wishes to obtain the services of ISI, and

WHEREAS, ISI is prepared to provide such services to Customer;

NOW, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

4. TERM AND SERVICES

- 4.1 From and after the Effective Date ISI agrees to supply the Services to Customer, as fully described in Clause 4.3 herein below, in accordance with this Agreement and in consideration of the payment of the agreed fees or Fixed Price by Customer.
- 4.2 The Term of this Agreement shall commence on the date set forth above (the "Effective Date"), and shall be for months/years (the "Initial Term"); provided that the Term of this Agreement will automatically extend for successive months/years periods after such Initial Term unless either of the parties notifies the other party in writing at least thirty (30) days prior to the end of the Initial Term or the end of the defined extension period, as the case may be, that this Agreement will not be so extended.
- 4.3 During the Term of this Agreement, ISI shall perform consulting, implementation support, and other services and/or development and preparation of materials as specifically set forth in the Statement of Work ("SOW"), annexed hereto and made a part hereof, such services to be referred to herein as the "Services". ISI shall ensure that the Services are performed by ISI employees and/or sub-contractors possessing suitable skills and experience.
- 4.4 ISI may, upon Customer's reasonable written request agree to provide Customer such additional services, which are beyond the scope of services set forth in the SOW annexed hereto, on such terms as shall be mutually agreed. ISI and Customer shall agree on one or more additional SOW's, from time to time during the Term(s) of this Agreement, which shall be signed by a duly authorised representative for and on behalf of each party. Each such additional SOW shall be governed by the terms and conditions of this Agreement, which shall apply in all respects, unless otherwise mutually agreed in writing and be annexed hereto and made a part hereof.

5. PERFORMANCE BY ISI

- 5.1 The relationship between ISI and Customer at all times during the Term of this Agreement shall be that of an "Independent Contractor". Nothing in this Agreement shall create or be deemed to create a partnership or any master-servant relationship. Further, ISI agrees that at all times it will be the employer or contractor of its personnel in the performance of this Agreement. Such employees shall not be considered to be the agents or employees of Customer in any respect. ISI agrees to arrange directly with such employees for salary and other compensation earned in connection with the subject matter and performance of this Agreement.

- 5.2 Customer and ISI hereby acknowledge and agree that ISI is not the agent nor employee of Customer in performing this Agreement. ISI will use its best endeavours not to do anything that could cause any third party to consider ISI anything other than an independent contractor.
- 5.3 ISI agrees that should it retain agents, subcontractors, servants or any other third party to assist in the performance of all or any part of the Services, Customer shall be advised of, and shall have the right to approve all subcontractors and agents (such approval not to be unreasonably withheld or delayed).

6. PAYMENT OF FEES AND EXPENSES

- 6.1. Customer shall make payment to ISI for all Services or other charges payable hereunder, at the rates or fixed price and in the manner provided for in the attached SOW annexed hereto and made a part hereof. Customer shall make payment to ISI for all Software, Hardware and Services (if applicable) in accordance with the agreed terms set forth and annexed hereto.
- 6.2. Customer shall reimburse ISI for all reasonable travel and other expenses (over and above normal daily working and commuting expenses) at actual cost, incurred in connection with on-the-job Services furnished under this Agreement. All such expenses must be authorised in writing in advance by Customer.
- 6.3. All amounts to be paid under this Agreement shall be due and payable within thirty (30) days after Customer has received an invoice therefore. All such invoices shall be in sufficient detail to permit Customer and its auditors to determine the Services and expenses for which compensation or reimbursement is sought. ISI shall be entitled to charge Customer interest in respect of the late payment of any sums due under this Agreement at the rate of 1% per month from the due date until the date of payment.

7. TERMINATION

- 7.1. Either ISI or Customer may terminate this Agreement without cause upon giving the agreed prior written notice.
- 7.2. Either party shall have the right to give written notice to terminate this Agreement immediately if the other party hereto:
- 7.2.1. Breaches any material obligation under this Agreement and does not cure the same (in the case of a breach capable of remedy) to the reasonable satisfaction of the other party within sixty (60) days after the receipt of written notice of such breach;
 - 7.2.2. Fails to comply with any material requirement of this Agreement as to confidentiality or proprietary nature of any material covered hereby or provided hereunder; or
 - 7.2.3. Becomes insolvent or bankrupt however evidenced.
- 7.3. If Customer fails to make payment to ISI when due, ISI will have the right, at its option, to suspend performance specified under this Agreement or to terminate this Agreement immediately upon written notice to Customer. Any termination or suspension will not limit or affect ISI's right to recover amounts owed by Customer prior to or in connection with such termination or suspension.
- 7.4. In connection with the expiration or termination (for whatever reason) of this Agreement, ISI will take such steps as are necessary to agree with Customer a plan to effect the orderly transition of all support services then being performed by ISI or which ISI is then responsible for performing

under this Agreement. Customer and its employees and agents will cooperate in good faith with ISI in connection with ISI's obligations under this Clause.

- 7.5. With effect from the date of expiration or termination of this Agreement (except in the case of termination for cause pursuant to Clause 7.2 or 7.3 by ISI) and until such time as the plan for orderly transition of the Services pursuant to Clause 7.4 above has been fully implemented in accordance with its terms, ISI agrees to continue with the provision of the Services to Customer in accordance with the terms and conditions of this Agreement save that it shall be entitled to be paid for such Services and all other actions necessary to implement this Clause 7.5 at its then prevailing time and materials charges. Such charges shall be payable by Customer within thirty (30) days of Customer receiving an invoice.

8. NON-INTERFERENCE WITH EMPLOYEES

- 8.1. Customer understands and acknowledges that the Services to be performed pursuant to this Agreement will be performed by employees and/or subcontractors of ISI. Customer further acknowledges and agrees that the employees and/or subcontractors of ISI constitute a highly trained, unique and valuable component necessary to the conduct of ISI's business. Accordingly, Customer acknowledges, agrees and covenants that during the Term of this Agreement and for a period of one (1) year thereafter, Customer (and any subsidiary, partner, agent, director or affiliate of Customer), will not, without the express written consent of ISI, directly or indirectly, solicit for employment, hire, employ or retain (as an employee, independent contractor, consultant, subcontractor or otherwise) any person then employed by ISI, or who was employed by ISI, and who was directly involved with the Services provided pursuant to this Agreement, within the preceding twelve (12) months.
- 8.2. In addition to any other rights available to ISI hereunder for violation of Clause 8.1, Customer acknowledges and agrees that a reasonable estimate of the damages to ISI is equal to \$100,000 (AUD). Customer will immediately pay such amount to ISI upon demand. Customer acknowledges and agrees that such amount shall not constitute a penalty or fine and waives any right, to the extent permitted by law, to contest the liquidated damages provided hereunder.
- 8.3. The provisions of this Clause 8 shall survive the termination or expiration of this Agreement for any reason whatsoever.

9. CONFIDENTIALITY

- 9.1. For the purposes of this Agreement, the term "Confidential Information" shall mean all business, technical or financial data, information, processes and trade secrets, research, development and business activities, whether in written, oral, or other form, including but not limited to, methods of doing business, and names of customers or clients, of each party, which are treated or identified as confidential or proprietary by such party or the disclosure of which might reasonably be construed to be contrary to the interest of such party.
- 9.2. Except as otherwise provided herein, ISI and Customer each acknowledge and agree that all information communicated to it by the other, whether before or after the Effective Date, will be deemed to have been received in strict confidence, will be used only for purposes contemplated by this Agreement. Further, ISI and Customer will each use the same means as it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No such information shall be disclosed by the recipient party, its agents, representatives or employees without prior written consent of the other

party. The foregoing shall not prevent either party from disclosing information which (i) becomes publicly available other than as a result of a disclosure by the recipient party or by its employees, agents, or other persons to whom the recipient party has disclosed such information; (ii) was available to the recipient party on a non confidential basis prior to its disclosure to the recipient party by the other party provided that such a prior disclosure and its non-confidential status are evidenced in writing; or (iii) becomes available to the recipient party on a non-confidential basis from a source other than the other party hereto, provided that such source is not bound by a confidentiality agreement with the other party hereto.

- 9.3. ISI agrees that it will not use, without prior written consent of Customer, the name, service marks, or trademarks of Customer or those of any of its affiliated companies with any ISI related advertising, publicity release or sales presentation.
- 9.4. The provisions of this Clause 9 shall survive the termination or expiration of this Agreement for any reason whatsoever.

10. LIMITATION ON LIABILITY

- 10.1. In the event it shall be determined that ISI shall be liable to Customer for any matter relating to or in connection with this Agreement, whether based on an action or claim under law or equity, breach of contract, negligence, intentional tort or otherwise, the amount of direct damages recoverable against ISI for all events, acts or omissions shall not exceed in the aggregate an amount equal to the payments made to ISI by Customer for Services provided over a twelve (12) month period for the particular SOW to which ISI's liability is related. In no event will the measure of damages include, nor will ISI be liable for, any amount for loss of income, profits or savings or indirect, incidental, consequential, or punitive damages of any party, including third parties. The remedy set forth above is the exclusive remedy available to Customer.
- 10.2. No cause of action which occurred more than twelve (12) months prior to the filing of a suit alleging such cause of action may be asserted against ISI. In connection with the conduct of any litigation with third parties relating to any liability of ISI to Customer or to such third parties, ISI shall have all rights (including the right to accept or reject settlement offers and to participate in such litigation) which are appropriate to its potential responsibilities or liabilities.
- 10.3. Except as provided above, ISI shall not be liable or responsible for, and shall be indemnified and held harmless by Customer from and against any and all claims, expenses, losses and damages of any kind, arranged out of or attributed, directly or indirectly, to the performance of Services by ISI under this Agreement.
- 10.4. Customer hereby acknowledges and agrees to afford ISI not less than sixty (60) days in which to remedy any default of its obligations hereunder. Nothing in this Clause 10 shall confer any right or remedy upon the Customer to which it would not otherwise be entitled.
- 10.5. If a number of defaults by ISI of its obligations under this Agreement give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.

11. INTELLECTUAL PROPERTY INDEMNIFICATION

- 11.1. ISI agrees to indemnify, defend and hold harmless Customer from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, directly arranged out of any claims or infringement of any registered patent or trade secret, or any copyright, trademark, service mark, trade name or similar propriety rights alleged to have occurred because of any software developed or documentation created by ISI pursuant to this Agreement. Customer agrees to notify ISI promptly of any matters in respect of which the foregoing indemnity may apply and of which Customer has knowledge. ISI shall have the right in consultation with the Customer to control the response to and defence of any such claim or action, including, without limitation, any agreement relating to the settlement thereof, following ISI's written assumption of all responsibility therefore.
- 11.2. Customer agrees to indemnify, defend and hold harmless ISI from any and all claims, actions, damages, liabilities, costs, expenses, including reasonable attorney's fees and expenses, directly arranged out of any claims of infringement of any registered patent or trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by contract, common law or statutory law alleged to have occurred because of any software or documentation provided by Customer. ISI agrees to notify Customer promptly of any matters in respect of which the foregoing indemnity may apply and of which ISI has knowledge. Customer shall have the right in consultation with ISI to control the response to and defence of any such claim or action, including, without limitation, any agreement relating to the settlement thereof, following Customer's written assumption of all responsibility therefore.

12. WARRANTIES

- 12.1. ISI warrants:
- 12.1.1. that the performance of the terms of this Agreement does not violate the provisions of any other agreement to which it is a party or by which it is bound;
 - 12.1.2. that all Services to be performed hereunder will be performed in a good and workmanlike fashion and will fully comply with the industry standards; and
 - 12.1.3. that all Works provided hereunder will either be ISI's own or ISI shall have the right to use or provide such Services without restriction.
 - 12.1.4. ISI does not warrant, guarantee or assure Customer that the services to be performed under this Agreement will be uninterrupted or that the Work will be error-free. All other warranties of any type or nature, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed, subject always to Clause 20 herein below. ISI is not responsible for identifying, considering or correcting and deficiency or program related issue concerning the identification or processing of date and/or time data or code in any of Customer's systems or systems with which Customer interfaces, unless ISI specifically includes such identification, consideration and/or correction as a deliverable in the applicable SOW.

13. INSURANCE

- 13.1. ISI certifies that it maintains acceptable levels of General Liability and Worker's Compensation insurance (Refer Annexure 1) and that such insurance policies are in full force and effect and that the premiums in respect thereof have been paid in full. ISI agrees to issue to Customer, evidence of such insurance coverage upon request.

14. APPROVALS

- 14.1. In all cases where expenditures by ISI are involved, ISI will obtain Customer's specific approval before making commitments, wherever possible in writing, or if oral, such approval will be subsequently confirmed in writing.

15. RIGHTS

- 15.1. Customer shall have the unrestricted, fully paid, perpetual right to use any intellectual property rights arranged out of ISI's performance of the Work, in the form in which they are delivered by ISI pursuant to the any SOW annexed hereto and made a part hereof. However, ISI shall retain ownership of all data, ideas, modules, components, designs, utilities, templates, concepts, analysis, methods, techniques, algorithms, formulas, technical information, know-how and specifications invented or developed by ISI ("Techniques and Component Elements"), and ISI shall retain all copyright, patent, and other intellectual property rights therein. Without limiting the rights it has retained, ISI shall have the right to create or develop derivative works of or other works which may be similar to the deliverables that ISI have developed or created through the use of the Techniques and Component Elements.
- 15.2. Customer is responsible for acquiring all rights to commercially available software products relating to the SOW whether acquired through ISI or otherwise.

16. REMEDIES

- 16.1. Each party agrees that in the event that either party breaches or violates any of the obligations contained in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity. Each party further agrees that, in the event it is in breach of any such obligation it shall not resist any application made by the other party for the injunctive relief on the ground that damages alone would constitute a sufficient remedy. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy, and or rights and remedies shall be cumulative. In any suit or action commenced by a party to enforce any right or remedy under this Agreement, the prevailing party will be entitled to recover its reasonable expenses, including reasonable attorney's fees, from the non prevailing party.

17. NO IMPLIED WAIVERS

- 17.1. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.

18. SEVERABILITY

- 18.1. If any provision of this Agreement shall be found by any Court or Administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to

substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

19. HEADINGS

- 19.1. The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms thereof.

20. FORCE MAJEURE

- 20.1. Neither party shall be liable to the other for any failures or delays arranged out of conditions beyond its reasonable control, including, but not limited to, work stoppages, fire, civil disobedience, delays associated with hardware malfunction or availability, riots, rebellions, storms, electrical failures, acts of God and similar occurrences. Performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any failure or delay; provided, however, that if any such failure or delay shall in the aggregate, last for a period of more than fifteen (15) days, the party not relying on the failure or delay, at its options, may terminate this Agreement.

21. NOTICES

- 21.1. Any notice required or permitted to be given to either party pursuant to this Agreement shall be sufficiently given if sent to such party by hand or by registered or certified mail, return receipt requested, postage prepaid, addressed to the address set out below or such other address as the party shall designate by notice to the other party. Any notice to be given to Customer pursuant to this Agreement shall be addressed to:

Customer _____
Attention: _____
Address _____
Address _____

Notice shall be deemed sufficiently given if (a) delivered by hand, when delivered, or (b) sent by mail, five business days from the date mailed. Any notice to be given to ISI pursuant to this Agreement shall be addressed to:

ISI
Attention: GM Finance & Operations
Level 2, 645 Harris Street
NSW 2007

22. ASSIGNMENT

- 22.1. This Agreement is not assignable by either party without the prior written consent of the other party, which consent will not be unreasonably withheld, and any attempt to assign any interest herein or obligation hereunder without such consent is void.

23. ENTIRE AGREEMENT AND MODIFICATION

23.1. This Agreement, together with the annexed SOW or SOW's, embodies the entire Agreement of the parties hereto relating to the subject matter hereof and shall supersede all prior Agreements and understandings between the parties respecting the subject matter hereof.

All prior correspondence, conversations or memoranda are merged herein and replaced hereby and if not stated herein shall have no force and effect

23.2. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by a duly authorized officer of each party. Failure of either party to enforce rights under this Agreement shall not constitute a waiver of such rights.

24. COUNTERPARTS

24.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

25. TAXES

25.1. All sums payable by Customer to ISI under this Agreement are exclusive of any relevant taxes including GST.

25.2. ISI will charge GST at the prevailing rate on the supply of the Services and recover from Customer the amount of such GST;

26. GOVERNING LAW

26.1. This agreement shall be governed by and construed in accordance with the laws of NSW.

CUSTOMER

Master Services Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year set forth on the first page of this Agreement.

Signed for and on behalf of:	Customer	ABN:
	Signature:	
	Name:	Date:
	Position:	
	Witnessed by:	
	Signature:	
	Name:	Date:
	Address:	

Signed for and on behalf of:	ISI	ABN:
	Signature:	
	Name:	Date:
	Position:	
	Witnessed by:	
	Signature:	
	Name:	Date:
	Level 2, 645 Harris Street, Ultimo, NSW 2007 Address:	

SCHEDULE A - AGREED RATES TABLE

Rates Table will be inserted as required

Note: 1. These rates are provided as a guide as at the signed and dated contract and can be subject to change prior to the signing of each SOW.

2. All prices quoted are exclusive of GST.

SCHEDULE B - ISI SKILLS MATRIX

Based on discussions to date with Customer, ISI believes that the following Skills Matrix highlights those employees of ISI that we feel would be suitable resources for Customer to draw from:

Appropriate Table will be inserted as required

Note: Additional resources for a wide range of skills can also be obtained from the sub-contractor pool that ISI also has at its disposal.

ANNEXURE 1 - STATEMENT OF WORK

Insert as required

PROJECT DELIVERABLES

ISI views the requirements of this SOW as covering the following tasks:

Please refer to Annex 2 for details relating to Service Level Agreements (SLAs) and escalation procedures linked to these deliverables.

The service can be reviewed quarterly to gauge its effectiveness and resultant renewal.

BASIS OF PRICING

Pricing is generally valid, unless otherwise agreed, for a period of thirty days from any proposal date. Pricing can be on a fixed basis or time and materials as suitable to meet the needs of the Customer.

PAYMENT TERMS

Invoices will be submitted monthly and are subject to thirty (30) days payment terms. Failure to pay within agreed terms may result in work ceasing on the project.

Customer will make all payments without right of offset or charge-back. However ISI may cease all work on all projects should Customer fail to pay any invoice issued.

All out of scope work performed by ISI on behalf of Customer will be recorded on weekly time sheets at the agreed rate for the work performed.

INSURANCE

ISI carries full workers compensation, public liability insurance (\$20M) and financial injury cover (\$10M).

VARIATIONS TO SCOPE OR SCHEDULE

Both Customer and ISI may alter the scope or schedule of the project, as long as change requests are made in writing and agreed by both parties. Should a scope change require additional work to be performed, ISI will provide Customer with an estimated cost prior to the change being implemented or agreed.

ANNEXURE 2 - SERVICE LEVEL AGREEMENT DETAILS

ISI will negotiate an appropriate Service Level Agreement to suit the needs of the Customer and the Scope of Work.