

# 1. Intalock Standard Terms and Conditions

## 1. Term

- 1.1. This Scope of Work will operate for the Term as indicated in Scope of Work Details.
- 1.2. In the event of an effective Master Services Agreement (MSA) between the Client and Intalock; the Terms and Conditions of the effective MSA Contract will prevail.

## 2. Exclusions

- 2.1. Intalock have assessed Client task requirements and estimated an initial number of days and/or hours required to complete the Scope of Work.
- 2.2. Intalock can issue a Variation to Scope of Work document, to address any changes in scope, and/or to revise tasks required for completion, upon authority from the Client. Certain tasks are specifically excluded to ensure that the effort estimates are not exceeded.

## 3. Assumptions

- 3.1. All work will be performed during Business Hours defined as Monday to Friday, 9.00am and 6.00pm (local time zone at service location) excluding any gazetted public holidays within the service region. One work day is equivalent to eight (8) hours which excludes one (1) hour break.
- 3.2. Any work required to be completed out of hours, or work to be completed during public holidays (if any), will be detailed in the Scope of Work and may attract additional charges.

## 4. Provision of Services

- 4.1. This clause applies when the Scope of Work involves Intalock providing Services to the Customer.
- 4.2. Intalock will perform the Scope of Work either on site at Client premises, or remotely from an Intalock office location.
- 4.3. Any services shall be delivered in the twelve (12) months following the Effective Date. Unless otherwise agreed in writing by Intalock, all services under this SOW expire unless used and delivered in the twelve (12) months following the Effective Date. No credit or refund shall be due to the Client for such expired services.
- 4.4. Intalock must:
  - a) ensure that all Services are provided at times, at intervals and in accordance with any reasonable instructions given by the Customer;
  - b) make proper investigations and enquiries to inform itself of the Customer needs in relation to the Services; and
  - c) ensure that due care, professional skill, expertise and diligence is exercised in connection with the Services.
- 4.5. Intalock warrants that:
  - a) all services will be provided to a high quality and professional standard;
  - b) all persons engaged to carry out the Services on its behalf are competent, and have the necessary and appropriate qualifications, licenses, admissions, memberships, skills and expertise to successfully perform the Services; and
  - c) all Services will be carried out in accordance with any deliverables agreed to by the parties (Refer to Engagement outline in Scope of Work Details).
- 4.6. If the Goods and Services to be provided by Intalock under the Scope of Works involve Intalock sourcing a license, good or service from a third party (Third Party Provider):

- (a) third Party terms & conditions (Third Party Terms) may apply. The Customer agrees to any Third Party Terms applicable to any Third Party Provider license, good or service that is used in delivering the Products, and Intalock will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms; and
- (b) any request by the Customer for support in relation to any license, good or service sourced by Intalock from a Third Party Provider must be directed by the Customer to Intalock, including for support regarding performance, functionality, a fault, a defect or for any request for a license upgrade. In such case, Intalock will engage with the Third Party Provider and provide any direction relating to the supply of support or upgrade.

4.7. The Customer agrees to:

- a) execute all documents;
- b) provide such information and assistance reasonably required (including outlining and explaining any performance obligations in connection with particular service items);
- c) pay any applicable Service Fees; and
- d) it is the Customer's responsibility to ensure that all delivery information is correct.

### **Cancellation of Consultancy Order**

4.8. Should the engagement be cancelled by the Client within two (2) Business Days of the Agreed Commencement Date shown in this Scope of Work, a cancellation fee equal to two (2) days (or 16 hours) is payable to Intalock Technologies.

### **Postponed Scope of Work**

4.9. Should the Client request the Scope of Work to be postponed within one (1) Business Day (or within two (2) calendar days) from the Agreed Commencement Date of the Scope of Work, any rescheduling is subject to resource availability and cannot be guaranteed. Where such an action also involves unrecoverable costs by Intalock (e.g. flight and/or accommodation cancellation fees), Intalock may pass such costs onto the Client.

### **Intalock Consultant Unavailability**

4.10. Should an Intalock Consultant take unforeseen leave during delivery of this Consultancy Order, either prior to or during delivery, Intalock will either:

- a) replace the Intalock Consultant with another of equal skill set; and/or
- b) extend the Consultancy Order for time equal to the duration of absence.

4.11. In either (a) or (b) above, there is no charge payable by the Client for the transfer of personnel or Scope of Work extension.

## **5. Payment and Review**

5.1. The Client will issue a Purchase Order adequate to cover all fees for the duration of the Scope of Work prior to commencement of the scheduled engagement.

5.2. Where Client Responsibilities are not met, and Intalock resources have been scheduled and/or deployed, any idle time spent by Intalock resources in this instance may be charged at the standard hourly or daily rates.

5.3. "Fixed Price" The fee model is a standard fixed price method of work based on milestones set out in the Service Fees. Invoicing in respect to the Services will be on agreed sign off milestone payments, and on completion of the Services.

5.4. All milestone acceptance forms will have a 5-day review period. In the absence of any written feedback detailing the remedial action(s) to be undertaken, acceptance of milestone will be presumed and an invoice for payment will be provided.

5.5. Upon the receipt of a valid and correctly rendered tax invoice and in consideration for the Services provided under this Scope of Work, the Customer will:

- a) pay Intalock the Service Fee/Purchase Price; and
- b) reimburse Intalock for any expenses that are Approved Expenses.

## Approved Expenses

- 5.6. For Approved Expenses that are not otherwise specified on the Commencement Date, the Customer:
- a) must pay all Approved Expenses that are reasonably and properly incurred by Intalock under the Approved Amount.
  - b) for all Approved Expenses that are over the Approved Amount:
    - i. must give its prior written approval to all expenses to be incurred by Intalock while performing the Services before they are actually incurred; and
    - ii. will not be liable to reimburse Intalock for any Approved Expenses over the Approved Amount expenses unless prior written approval is granted.

## Method of Payment

- 5.7. The Service Fee/Purchase Price will be payable by the Customer:
- a) at times and at intervals described in the Consultancy Order Details section of the Scope of Work; or
  - b) if no timeframes and intervals are included in the Scope of Work Details, at monthly intervals where services have been carried out in the month to be invoiced.
- 5.8. The Customer is not obliged to pay Intalock for any part of the Goods and Services until:
- a) Intalock has given the Customer a correctly rendered tax invoice compliant with GST Law; and
  - b) the Customer has confirmed that the particular goods or service items to which the invoice relates have been properly performed in accordance with this Scope of Work.
- 5.9. All invoices submitted by Intalock must:
- a) describe (or be accompanied by documents which describe) the particular goods or service items to which the invoice relates;
  - b) include the name of the Contact Person and any file reference number for the Customer (if applicable);
  - c) separately itemise any Approved Expenses with supporting written approval attached (if applicable); and
  - d) be in a format which specifically identifies any GST payable to enable to the Customer to claim an input tax credit.
- 5.10. Upon receiving a correctly rendered invoice, the Customer may ask Intalock to provide further information about certain service items to help the Customer to determine whether or not a particular amount is payable.
- 5.11. Intalock must promptly respond to any requests received by providing such information reasonably requested by the Customer.
- 5.12. If the invoice is incorrect, the Customer must notify Intalock within 14 days after receiving any invoice the Customer discovers are incorrect.
- 5.13. If the invoice is correct, the Customer must pay a correctly rendered tax invoice:
- a) by the due date specified in the tax invoice;
  - b) if no date is specified in the tax invoice, within 14 day of the invoice date; or
  - c) if additional information is requested under paragraph 5.10, within 7 business days of the Customer receiving that additional information.
- 5.14. Where a party is required under this Scope of Work to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed will be the sum of:
- a) the amount of the expense or outgoing less any input tax credits for the expense or outgoing to which the other party is entitled; and
  - b) if the payment or reimbursement is subject to GST, an amount equal to that GST.
- 5.15. If the Customer does not pay all amounts in a correctly rendered invoice within the time period specified in clause 5.13, then without affecting any other rights under this Agreement, Intalock may:

- a) charge the Customer interest on the unpaid amount, from the due date until it is paid in full, at an annual rate equal to the Reserve Bank of Australia's official cash rate plus 3%; and
- b) without liability suspend the supply of any Good or Service, including directing any Third Party Provider to suspend any license, good or service until the Customer has paid Intalock the unpaid amount, including any interest due.

## 6. Intellectual Property

- 6.1. Title to, and ownership of all Intellectual Property Rights in New Material developed through Services performed under this Scope of Work, will vest in the party nominated in the Scope of Work upon its creation.
- 6.2. Paragraph 6.1 does not affect the ownership of any Existing Material belonging to another party that is used in connection with performing the Services under this Scope of Work
- 6.3. For Existing Material, each party grants the other a perpetual, non-exclusive, non-transferable, royalty free licence to use Existing Material belonging to the other party for purposes related to:
  - a) performing the Services under this Scope of Work and achieving any purpose of the Customer which forms the basis for providing of any service items; and
  - b) developing any New Material which may result from the performance of those Services under this Scope of Work.
- 6.4. Each party warrants that it owns, or is legally authorised to use all Existing Material provided by it that used in connection with performing the Services.
- 6.5. Intalock also grants the Customer a perpetual, non-exclusive, non-transferable, royalty-free licence to use any Existing Material belonging to or relied on by Intalock that is incorporated into New Material developed under this Scope of Work to:
  - a) use, reproduce and adapt the Existing Material for its own use;
  - b) perform any other act in relation to copyright subsisting in the Existing Material (including infringing any Moral Rights in the Existing Material);
  - c) manufacture, sell, hire, exploit or commercialise any product or process connected with the New Material; and
  - d) provide any service or licence to any third party.
- 6.6. This clause survives the expiry or early termination of this Scope of Work.
- 6.7. To remove doubt, each party warrants that all employees, officers, agents, contractors or sub-contractors involved in delivering any of the Services will be bound by this clause.

## 7. Confidential Information

- 7.1. Parties must ensure that Confidential Information is kept confidential and is not disclosed to any person except:
  - a) to its employees, officers, agents, contractors and sub-contractors to the extent needed for the performance of this Scope of Work;
  - b) where disclosure is authorised or required by law; or
  - c) with the disclosing party's consent
- 7.2. Each party must:
  - a) ensure that all Confidential Information is kept secure;
  - b) ensure that all Confidential Information is only used for purposes directly related to the provision and use of Goods and Services, and only the relevant purpose for which it is originally disclosed;
  - c) immediately notify the other party if it becomes aware of any breach of this clause, or if a disclosure of Confidential Information is required by law;
  - d) if requested by the disclosing party:

- i. deliver or destroy all documents, records or files in its possession or control which contain Confidential Information in accordance with the disclosing party's instructions; or
- ii. obtain from its officers, employees, agents and sub-contractors a deed of confidentiality in a form acceptable to the Customer.

7.3. To remove doubt, each party warrants that:

- a) all employees, officers, agents, contractors or sub-contractors involved in the provision or receipt of Goods and Services under this Scope of Work will be bound by this clause; and
- b) they will immediately notify the other party upon discovering there has been a breach of this clause.

## 8. Personal Information

8.1. This clause 8 applies if:

- a) Intalock (in providing the Goods and Services under this Scope of Work) will in any way deal with Personal Information for the Customer; or
- b) the Goods and Services under this Scope of Work will involve:
  - i. the transfer of Personal Information from the Customer; or
  - ii. the provision of services to a third party for the Customer.

8.2. Unless authorised by law, Intalock must:

- a) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
- b) not use Personal Information other than for the purposes directly related to providing the Goods and Services under this Scope of Work;
- c) not disclose Personal Information without the prior written consent of the Customer;
- d) ensure that access to Personal Information is restricted to those persons who require access in order to perform their duties under this Scope of Work;
- e) not transfer or store any Personal Information outside of Australia without the prior written consent of the Customer;
- f) ensure that its employees, officers, agents, contractors and sub-contractors comply with the same obligations imposed on Intalock under this clause;
- g) fully and promptly cooperate with the Customer to enable the Customer to respond to any applications or privacy complaints which require access to, or amendment of, a document containing a person's Personal Information;
- h) immediately notify the Customer if Intalock becomes aware of any unlawful use or disclosure of Personal Information in its possession or control;
- i) comply with such other privacy and security measures required by the Customer as reasonably advised in writing from time to time; and
- j) if requested by the Customer, promptly return or destroy any record, document or file which contains Personal Information in accordance with the Customer's instructions upon the expiry or termination of this Scope of Work.

8.3. Intalock must also:

- a) ensure its employees, officers, agents, contractors and sub-contractors are bound by this clause; and
- b) immediately notify the Customer upon becoming aware of any breach of this clause.

## 9. Security and Access

9.1. Intalock must, when using the Customer's premises, facilities or other resources belonging to the Customer:

- a) comply with this Scope of Work; and

- b) comply with the Customer's rules, directions, policy and procedures, including those relating to security or workplace health and safety and data security, subject to Intalock receiving prior notice of, and the relevant information for, such things.
- 9.2. If Intalock Consultant personnel are to conduct delivery of this Scope of Work on Client premises, the Client must ensure Intalock Consultants have the correct access, equipment, office space, workstations and any other resources needed to support the order, prior to the Consultant arriving at the Client site.
- 9.3. The Client must ensure that all necessary physical and/or logical access is established and made ready for the Intalock Consultant prior to the Commencement Date where delivery is taking place from Intalock premises.
- 9.4. The Scope of Work owner and technical resource (if different) must be made available for the Intalock Consultant at all times for discussions, meetings or delivery inquiries as needed, in order to progress the Scope of Work in a timely manner.
- 9.5. The Client must ensure all backups and necessary software licencing are in place prior to the commencement of this order

## 10. Data Security

- 10.1. When involved in the provision of Goods and Services that include the management, maintenance, storage and transfer of Customer data, Intalock agrees that it will:
- a) do all things reasonably necessary to ensure the Customer data is secure; and
  - b) immediately upon discovery notify the Customer if there has been a breach of data security and will do all things reasonably necessary to remedy the breach.

## 11. Variations to Services

- 11.1. Intalock reserves the right to adjust the Service Fee/Purchase Price when additional Goods and Services become necessary because:
- a) the Customer has requested that additional works to be performed;
  - b) there is inconsistency between the Customer's actual requirements and the requirements as scoped under the Consultancy Order and the Customer is the source of the inconsistency; and
  - c) there are other variables which have resulted in the need for additional works, including:
    - i. any failure, damage or misuse of the Goods and Services by the Customer or any third party engaged by the Customer;
    - ii. any rectification works which become necessary because of Customer fault;
    - iii. any act or omission by the Customer or any third party engaged by the Customer, which invalidates any consumer warranties and/or statutory warranties under the Australian Consumer Law;
    - iv. not complying with any specifications, instructions for use or professional advice that is provided in connection with the Goods and Services;
    - v. functionality impairments and disruptions that arise with the Customer's hardware, software or other equipment for which Intalock is not responsible;
    - vi. functionality impairments and disruptions which arise through damage, power shortages or another failure for which Intalock is not responsible;
    - vii. unreasonable delays in providing the instructions needed to provide the Goods and Services by the Customer;
    - viii. the nature and complexity of the works materially different from those agreed to under the Scope of Work;
    - ix. other works which fall outside the scope of the Scope of Work become reasonably necessary including Customer training; and
    - x. unexpected or unusual issues in connection with the Goods and Services.

11.2. Any proposed variation agreed by the parties must be effected by completing the variation to Scope of Work, and must be signed by both parties

## 12. Liability and Indemnities

12.1. In no event shall Intalock be liable for any Loss that is the subject of any Claim related to:

- a) any indirect, special or consequential Loss to any person, corporation or other entity; or
- b) any act or omission by the Customer or any third party engaged by the Customer to which clause 11.1(c) applies.
- c) any Customer design or schematic provided to Intalock (which has not been jointly developed for the purpose of the provisioning of services outlined in this Scope of Work) that is identified as inaccurate or incomplete, contributing to a loss.

12.2. If this Scope of Work constitutes a supply of Goods and Services under the Competition and Consumer Act 2010 (Cth):

- a) nothing contained in this Scope of Work excludes or modifies any condition, warranty or other obligation in relation to this Scope of Work where it is unlawful to do so; and
- b) to the fullest extent permitted by law, Intalock's sole liability for breach of any such condition, warranty or obligation is limited to:
  - i. the replacement of the goods or the supply of equivalent goods, or payment of the cost of replacing or acquiring equivalent goods;
  - ii. the repair of the goods or payment of the cost of having the goods repaired;
  - iii. the supplying of the Services again;
  - iv. the payment of the cost of having the Services supplied again.

12.3. To the full extent permitted by law, the Customer's liability in connection with this Scope of Work is limited to the amount (or the aggregate of the amounts) payable by the Customer under this Scope of Work.

12.4. Intalock's liability under this clause will be proportionately reduced to the extent that the Customer's officers, employees, agents or contractors contribute to the Loss that is the subject of the Claim.

12.5. To the fullest extent permitted by Law, the Customer indemnifies Intalock from all Loss resulting from any Claim, and which arises because the Customer, or any third party engaged by the Customer:

- a) damages any equipment, hardware and software (IT Systems) belonging to Intalock that is in the Customer's possession or control;
- b) causes data loss or a severe functionality disruption which renders Intalock's IT Systems fully or partially inoperable through:
  - i. any wilful act or negligence;
  - ii. not complying with any specifications, instructions for use or professional advice provided by Intalock with respect to the Goods and Services;
  - iii. not updating or maintaining any part of the Customer IT Systems that integrates with Intalock IT Systems for purposes directly related to the Goods and Services;
  - iv. any virus that is uploaded onto Intalock's IT Systems and which is proven to originate from the Customer;
  - v. IT Systems, the Customer or any third party engaged by the Customer;
  - vi. any breach of data security which is caused by the Customer, or any third party engaged by the Customer, or which originates from the Customer IT Systems; or
- c) any other breach of clause 11.1(c) for which the Customer is responsible.

12.6. The Customer's liability under clause 12.5 will be proportionately reduced to the extent that the Intalock's employees, officers, agents, contractors or sub-contractors contribute to the Loss that is the subject of the Claim.

## 13. Insurances

- 13.1. Intalock must take out and maintain the following insurance for the duration of this Scope of Work:
- a) workers compensation insurance under the Workers Compensation and Rehabilitation Act 2003 (Qld);
  - b) public liability insurance valued at \$10 million (one claim or occurrence);
  - c) products liability valued at \$10 million (one per policy period); and
  - d) professional indemnity valued at \$5 million (one per policy period).
- 13.2. Intalock must also ensure that any contractor or sub-contractors engaged by it to assist in the provision of the Goods and Services are also adequately insured.

## 14. Termination

- 14.1. The Customer may only terminate this Scope of Work by giving written notice to Intalock if:
- a) Intalock breaches a material term of this Consultancy Order that cannot be remedied;
  - b) Intalock breaches any other term of this Consultancy Order that is not remedied within 30 days of Intalock receiving written notice from the Customer about the breach;
  - c) Intalock:
    - i. becomes bankrupt or insolvent;
    - ii. becomes subject to any form of external administration;
    - iii. enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
    - iv. is wound up either voluntarily or involuntarily.
- 14.2. Intalock may terminate this Scope of Work by giving written notice if:
- a) the Customer breaches a material term that cannot be remedied; or
  - b) the Customer breaches any other term of this Consultancy Order that is not remedied within 30 days of the Customer receiving written notice from Intalock about the breach;
  - c) the Customer:
    - i. becomes bankrupt or insolvent;
    - ii. becomes subject to any form of external administration;
    - iii. enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
    - iv. is wound up either voluntarily or involuntarily.
- 14.3. Termination of this Agreement does not:
- a) affect any claim or action either party may have against the other by reason of any prior breach of this Scope of Work; or
  - b) relieve either party of any obligation under this Scope of Work which survives its early termination or expiry.

## 15. Dispute Resolution

- 15.1. If a party considers that a dispute has arisen in relation to this Scope of Work, that party must give written notice to the other party setting out details of the dispute.
- 15.2. If a party receives a notice under subclause 15.1, each party must appoint a representative with authority to resolve the dispute, and the representatives must meet within 14 days from the date of the notice given in clause 15.1.
- 15.3. If a dispute is not resolved within 45 days after a notice is given under subclause 15.1:



- a) the dispute will be submitted to mediation; and
- b) the mediation must be conducted in Brisbane; and
- c) the Mediation and Conciliation Rules, to the extent they apply to mediations are to govern the mediation (and are incorporated into this Scope of Work to that extent).

15.4. A party must not commence proceedings in any court against the other party to bring, assert or recover a Claim from the other party under or in relation to this Scope of Work unless:

- a) the Claim is for the recovery of a debt payable under this Scope of Work; or
- b) the Claim is the subject matter of a dispute that has been submitted to mediation under subclause 15.3, and the mediation has been terminated under the Mediation and Conciliation Rules; or
- c) the Claim is for an equitable or interlocutory remedy or relief, such as an injunction or specific performance.

## 16. Force Majeure

16.1. If either party is unable to meet an obligation or deliverable under this Scope of Work by the relevant due date because of a Force Majeure Event, the non-affected party must extend the due date for the relevant obligation or deliverable by a period equal to the period of delay, subject to the affected party:

- a) giving the non-affected party written notice of the Force Majeure Event within 7 days of its occurrence along with other evidence demonstrating the existence of the Force Majeure Event;
- b) continuing to perform any obligations under this Scope of Work that are not affected by the Force Majeure Event;
- c) using its best endeavours to overcome the effects of the Force Majeure Event as soon as possible; and
- d) notifying the non-affected party as soon as it is no longer affected by the Force Majeure Event.

## 17. Notices

17.1. Any notice, request, notification, consent or approval (notice) under this Scope of Work must be in writing and may be sent by prepaid postage, email or delivered by hand to the following respective addresses:

- a) for the Customer as set out in the Contact Details (Scope) section of the Scope of Work Details of the Schedule;
- b) for Intalock as set out in Item 11 of the Schedule, or at such other address as a party may subsequently give notice of to the other.

17.2. A notice will be deemed to be given:

- a) if posted - two days after the date of posting;
- b) if delivered - on the date of delivery; or
- c) if emailed - on the date of the email.

17.3. Notwithstanding paragraphs 17.1 and 17.2, any delivery or email that is received after 5:00 pm will be deemed to be given on the next business day.

## 18. Miscellaneous

18.1. **Entire Scope of Work:** This Scope of Work constitutes the entire Scope of Work between the parties and supersedes all prior negotiations, arrangements and Consultancy Orders between the parties.

18.2. **No Partnership, Joint Venture, Employment or Agency:** The parties agree that:

- a) the relationship under this Scope of Work is one of principal and contractor; and
- b) they are not in partnership or joint venture with each other; and
- c) they will not represent themselves or allow themselves to be represented as a partner or joint venture, employee or agent of the other party.

- 18.3. **Delay not to constitute waiver:** Any failure by a party at any time to enforce a clause of this Scope of Work, or any forbearance, delay or indulgence granted by a party to the other, will not constitute a waiver of the party's rights.
- 18.4. **Waiver to be in writing:** No provision of this Scope of Work will be deemed to be waived unless that waiver is in writing and signed by the waiving party.
- 18.5. **Waiver limited to specific occasion:** A waiver by a party of a breach of any provision under this Scope of Work will not operate as a waiver of any subsequent breach of the same provision or as a waiver of any other provision.
- 18.6. **Governing law:** This Scope of Work is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.
- 18.7. **Compliance with all laws:** Intalock must comply with all relevant laws in the performance of the Services.
- 18.8. **Severability:** If any part of this Scope of Work is determined to be invalid, unlawful or unenforceable for any reason, then to the full extent permitted by law:
- a) the offending provision will be severed from the rest of the Scope of Work; and
  - b) the remaining terms and conditions will continue to be valid and enforceable.
- 18.9. **Further Assurances:** Intalock must do all things and execute all documents reasonably required by the Customer to give effect to this Scope of Work.
- 18.10. **Assignment:** Intalock may assign or novate its interest in this Scope of Work to a Related Body Corporate, without the prior written consent of the Customer.