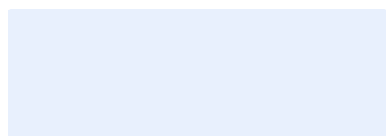




[Publish Date]

Master Services Agreement - UK

[Client name]



Lánluas Consulting Pty Ltd

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Master Services Agreement

EFFECTIVE DATE: INSERT DOCUSIGN DATE HERE

This Master Services Agreement ("MSA") is effective as of the Effective Date and is entered into by and between:

Lánluas Consulting Pty Ltd (ABN 92 604 977 040) of Level 14, 60 Margaret Street, Sydney, NSW 2000, Australia ("Lánluas")

and

[Client name] a company incorporated and registered in England and Wales with Company Number **XX XXX XXX XXX**, whose registered office is at **Client Address** (the "Client")

1. Definitions and interpretation

1.1 In this Master Services Agreement (MSA), unless expressly stated to the contrary, the following expressions shall have the following meanings:

"Affiliate" means any entity which directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity.

"Agreement" means the agreement formed by this Master Services Agreement and all Statements of Work which shall form separate contracts under the terms of this Agreement.

"Applicable Laws" means all laws and regulations relating to Lánluas' provision of the Services in force as at the date of this Agreement.

"Applicable Data Protection Laws" means:

- (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and
- (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Lánluas is subject, which relates to the protection of personal data.

"Business Day" means a day that is not a Saturday, Sunday or public holiday in the United Kingdom.

"Change Order" means, in relation to any change or variation to the Services, a document setting out the proposed changes and the effect that those changes will have on: (i) the Services; (ii) Lánluas' existing charges; (iii) the timetable of the Services; and (iv) any of the terms of any Statement of Work.

"Claims" means any loss, damage or costs (including reasonable professional legal advisers' fees) incurred in connection with any claim, demand, suit or proceedings.

"Control" means direct or indirect ownership or control of more than 50% of the voting interests of a company or the legal power to direct or cause the direction of the general management of the company and "Controls" and "Controlled" shall be construed accordingly.

"Client" means the person, company or other legal entity specified in the Agreement.

"Client Data" means the data inputted by the Client's officers, employees and agents when using the Services.

"Client Materials" means any materials created by or on behalf of Client that solely relate to Client's business.



“Deliverables” means any output of the Services to be provided by Lánluas to the Client as specified in a Statement of Work and any other documents, products, software, results, strategies, technical outcomes and other items, features and materials produced or provided by Lánluas to the Client in relation to the Services.

“Due Date” has the meaning given in Clause 6.2.

“Effective Date” means the effective date specified in the Agreement.

“EU GDPR” means the General Data Protection Regulation ((EU) 2016/679).

“Exhibit” means an exhibit of a Schedule.

“Fees” means fees and charges payable by Client to Lánluas as set out in a Statement of Work.

“Good Industry Practice” means the degree of care and skill consistent with general industry standards reasonably applicable to the provision of services similar to the Services.

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Lánluas” means Lánluas Consulting Pty Ltd (ABN 92 604 977 040) of Level 14, 60 Margaret Street, Sydney, NSW 2000, Australia.

“Master Services Agreement” means Clauses 1 to 16 of this Master Services Agreement, its Schedules and Exhibits.

“Personal Data” or “personal data” has the meaning given to it under the Applicable Data Protection Laws. Client Personal Data shall be construed accordingly.

“Schedule” means a schedule of this Master Services Agreement. “Schedule” means a schedule of this Master Services Agreement.

“Services” means, in relation to a Statement of Work, the services as set out in that Statement of Work.

“Statement of Work or “SOW” means a statement of work, change request, change order, variation or work order incorporating this Master Services Agreement by reference and executed by and between the parties.

“Third Party Software” means any software programs proprietary to third parties.

- 1.2 A person means an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors or permitted assigns. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. Words in the singular shall include the plural and vice versa. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, replacement or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 The words “include”, “includes”, “included” or “including” (or any similar term) wherever they are used are deemed to be followed by the words “without limitation”.
- 1.4 A reference to a Clause is to a Clause of this Master Services Agreement and a reference to a paragraph is to the relevant paragraph of the Schedule or Exhibit in which it appears.



- 1.5 Clause, Schedule, Exhibit and paragraph headings shall not affect the interpretation of this Agreement.
- 1.6 In the event, and to the extent only, of any conflict between a Statement of Work and the Master Services Agreement, this Agreement shall be construed according to the following order of priority:
 - a. each Statement of Work including any attachments to the Statement of Work, with a more recent Statement of Work taking precedence over an earlier Statement of Work.
 - b. the Master Services Agreement excluding its Schedules and Exhibits;
 - c. the Schedules; and
 - d. the Exhibits.

2. Scope of this agreement

- 2.1 This Agreement allows the Client, from time to time during the Term, to acquire Services from Lánluas, on the terms and conditions of this Agreement.
- 2.2 During the Term, the Client may procure Services by agreeing a SOW with Lánluas in accordance with this clause 2
- 2.3 Lánluas will provide the Services from the date specified in the relevant SOW.
- 2.4 Each SOW shall be signed by the parties when it is agreed.
- 2.5 Once an SOW has been agreed and signed in accordance with clause 2.4, no amendment will be made to it except in accordance with clause 5.
- 2.6 Each Statement Of Work will form a separate contract under the Agreement.

3. Lánluas obligations

- 3.1 **Provision of Service.** Lánluas shall provide the Services to the Client in accordance with each SOW in all material respects.
- 3.2 **Service Standards.** Lánluas shall provide the Services using all reasonable skill and care and in accordance with Good Industry Practice and Applicable Laws.
- 3.3 **Time for performance.** Lánluas shall use reasonable endeavours to meet any performance dates specified in a SOW, but any such dates shall be estimates only and time for performance by Lánluas shall not be of the essence of this Agreement or an SOW. Lánluas' failure to perform its responsibilities under an SOW shall be excused if and to the extent such Lánluas non-performance is caused by the actions or inactions of Client, its agents, service recipients, or third party contractors. Lánluas shall communicate to Client reasonably promptly upon becoming aware of such action or inaction and its inability to perform under such circumstances. Lánluas will use commercially reasonable efforts to perform notwithstanding such circumstances where reasonable to do so. Client will pay Lánluas for any additional costs and expenses incurred as a result of such actions or inactions of the Client, its agents, service recipients or respective third-party contractors.
- 3.4 **Client Affiliates.** Lánluas shall provide the Services for the benefit of Client and any of Client's Affiliates as identified in an SOW, provided that Client shall be liable to Lánluas for the acts and omissions of any of Client's Affiliates and/or their personnel in relation to the receipt of the Services as though they were the acts and omissions of Client.
- 3.5 **Health and Safety.** Lánluas shall use reasonable endeavours to observe all health and safety and security requirements that apply at any of the Client's premises and that have been communicated to it under Clause 4.1, provided that it shall not be liable under this Agreement



if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

4. Client responsibilities

4.1 **Co-operation.** Client shall:

- a. co-operate with Lánluas in all matters relating to the Services;
- b. provide, for Lánluas, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data, systems and other facilities as required by Lánluas;
- c. provide to Lánluas in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) reasonably required by Lánluas in connection with the Services and ensure that they are accurate and complete;
- d. inform Lánluas of all health and safety and security requirements that apply at any of the Client's premises;
- e. obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Lánluas to provide the Services;
- f. comply with all applicable local, state, federal and foreign laws in using the Services; and
- g. where making available to Lánluas any facilities, software, hardware or other resources in connection with our performance of Services, Client agrees to obtain any licences or approvals related to these resources that may be necessary for Lánluas to perform the Services and provide any Deliverables. Lánluas will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licences or approvals. Client agrees to reimburse Lánluas for any reasonable costs and other amounts that Lánluas may incur from Client's failure to obtain these licences or approvals.

4.2 **Non-solicitation.** The Client shall not, without the prior written consent of Lánluas, at any time from the Effective Date of this Agreement to the expiry of 12 months after the termination or expiry of this Agreement, solicit or entice away from Lánluas or employ or attempt to employ any person or entity who is, or has been, engaged as an employee, consultant, contractor or subcontractor of Lánluas in the provision of the Services. If, during the term of this Agreement or for 12 months thereafter, Client directly or indirectly retains the services (whether as an employee, independent contractor or otherwise) of any person or entity who is, or has been, engaged as an employee, consultant, contractor or subcontractor of Lánluas in the provision of the Services (or ex-employee within 3 months of the employee's termination from Lánluas) who has provided Services to Client on behalf of Lánluas in the 12-month period prior to completion of the Services under an SOW, Client agrees that Lánluas will be damaged, but that the amount of this damage will be difficult to determine. Accordingly, any consent given by Lánluas in accordance with this Clause shall be subject to the Client agreeing that for each such Lánluas employee, consultant, contractor or subcontractor hired by Client, Client will pay Lánluas \$25,000 as liquidated damages.

5. Change control

5.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a Change Order has been signed by both parties, setting out the effect that those changes will have on:

- a. the Services;
- b. Lánluas' existing charges;



- c. the timetable of the Services; and
 - d. any of the terms of any Statement of Work.
- 5.2 If Lánluas wishes to make a change to the Services, it shall provide a draft Change Order to the Client.
- 5.3 If the Client wishes to make a change to the Services:
 - a. it shall notify Lánluas and provide as much detail as Lánluas reasonably requires of the proposed changes, including the timing of the proposed changes; and
 - b. Lánluas shall, as soon as reasonably practicable after receiving such information, provide a draft Change Order to the Client.
- 5.4 A Change Order shall be binding on the parties and amend the relevant Statement of Work once executed by the parties.
- 5.5 Lánluas may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to Clause 5.3 on a time and materials basis at Lánluas's then current daily rates or as specified in the relevant Statement of Work.

6. Fees and payment

- 6.1 **Fees and Expenses.** All Fees and Expenses payable to Lánluas under this Agreement or an SOW:
 - a. will be expressed to exclude VAT and the Client must in addition pay an amount equal to any VAT chargeable at the then current rate on those sums on delivery of a VAT invoice; and;
 - b. must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.2 **Invoicing and Payment.** Fees will be invoiced in accordance with the relevant Statement of Work. Unless otherwise stated in the Statement of Work, Fees are due 14 days from receipt of invoice and Expenses are due on receipt of invoice ("Due Date"). Client is responsible for maintaining complete and accurate billing and contact information on the Services.
- 6.3 **Overdue Payments.** Any payment not received from Client by the Due Date may accrue (except with respect to charges then under reasonable and good faith dispute), at Lánluas's discretion and without further notice, late charges at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 6.4 **Suspension of Services.** If Client has failed to pay any Fees by the Due Date (except with respect to any Fees which the Client has disputed as part of a bona fide dispute) and Lánluas has notified Client of such failure to pay any undisputed amounts, in addition to any of its other rights or remedies, Lánluas reserves the right to suspend the performance of the Services, without liability to Lánluas, until such amounts are paid in full.
- 6.5 **Taxes.** Subject to clause 6.1 above and unless otherwise stated in an SOW, if any authority imposes a duty, tax, levy, or fee, (excluding those based on Lánluas' net income), upon any transaction under this Agreement or an SOW, then Client agrees to pay that amount as specified in an invoice or supply exemption.

7. Intellectual property rights

- 7.1 **Pre-existing Intellectual Property.** Except for rights expressly granted under this Agreement, each party will retain exclusive interest in and ownership of its Intellectual



Property developed before this Agreement or developed outside the scope of this Agreement or any SOW.

7.2 In relation to the Deliverables:

- a. Unless otherwise agreed in an SOW, Lánluas and its licensors will retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Client Materials;
- b. Lánluas grants to the Client, or will procure the direct grant to the Client of, a worldwide, non-exclusive, royalty-free perpetual licence to copy and modify the Deliverables (excluding the Client Materials) for the sole purpose of receiving and using the Services and the Deliverables in its business or operations; and
- c. the Client may sub-licence the rights granted in clause 7.2b:
 - i. to its subsidiary companies and customers as that term is defined in the defined in section 1159 of the Companies Act 2006; and
 - ii. subject to their entry into appropriate confidentiality undertakings, to third parties for the purpose of the Client's receipt of services similar to the Services from those third parties for the Client's own internal use.

7.3 In relation to the Client Materials, the Client:

- a. and its licensors will retain ownership of all Intellectual Property Rights in the Client Materials; and
- b. grants to Lánluas a non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the sole purpose of providing the Services or the Deliverables to the Client.

7.4 Moral Rights. To the extent that individuals are entitled to assert any Moral Rights, Lánluas must procure from its Personnel and subcontractors that are authors of the Deliverables assigned, licensed or supplied to the Client under an SOW all necessary consents and waivers in writing authorising Client to do any act or omit to act in any way that would otherwise infringe that person's Moral Rights.

7.5 Notwithstanding any other provision of this Agreement or an SOW, neither party will not be prevented or restricted by this Agreement (or an SOW) from using any technique, idea, concepts or know-how relating to their respective business activities gained during the Term of this Agreement.

8. Confidentiality

- 8.1** For the purposes of this Agreement, "Confidential Information", in relation to a party, means all information, data and know-how, regardless of material form, which is confidential or proprietary in nature whether or not designated as such, but excludes information that;
- a. is or becomes available in the public domain through no breach of confidence;
 - b. is known to the recipient from a source other than the discloser provided that the person who provided the information was not also under a confidentiality obligation in relation to the information; or
 - c. was independently created by the other party.
- 8.2** Neither party may disclose any Confidential Information to any other third party without obtaining the prior written consent of the other party.
- 8.3** A party may disclose any Confidential Information:
- a. to its employees, officers, subcontractors, and agents on a need to know basis provided that they comply with the obligations of this provision;



- b. if required to do so, to the extent that the disclosure is required by law; and
- c. to any professional advisors, provided that they comply with this provision.

9. Data protection

- 9.1 Lánluas shall promptly notify the Client in writing of any loss or damage to Client Data. In the event of any loss or damage to Client Data, Lánluas shall, as the Client's sole and exclusive remedy, use commercially reasonable endeavours to restore the lost or damaged Client Data from the latest backup of such Client Data. Lánluas shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Client Data caused by any third party.
- 9.2 For the purposes of this Clause 9, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the Applicable Data Protection Laws and Client Personal Data means any personal data which Lánluas processes in connection with the Agreement, in the capacity of a processor on behalf of the Client.
- 9.3 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 9.4 The parties have determined that, where agreed by the parties in a Statement of Work, for the purposes of Applicable Data Protection Laws, Lánluas may be required to process the personal data provided under the Agreement as a processor on behalf of the Client.
- 9.5 Without prejudice to the generality of Clause 9.3, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Personal Data to Lánluas for the duration and purposes of the Agreement.
- 9.6 Unless otherwise agreed in writing from time to time, the particulars of any processing under the Agreement will be as follows:
 - a. Subject matter: The subject matter is the Client Personal Data;
 - b. Duration: As between Lánluas and the Client, the duration is determined by the Client but is likely to be for the Term of the applicable Statement of Work;
 - c. Purpose: The purpose is the provision of the Services received by the Client from time to time;
 - d. Nature of the processing: Computer storage and the receipt of such other Services as described in the Statement of Work;
 - e. Type of personal data: The Client Data uploaded using the Services which the Client has made available to Lánluas and as required to enable Lánluas to provide the Services; and
 - f. Categories of data subjects: The data subjects could include the Client's customers, employees, suppliers and other end users.
- 9.7 Without prejudice to the generality of Clause 9.3 Lánluas shall, in relation to Client Personal Data:
 - a. process that Client Personal Data only on the documented instructions of the Client, unless Lánluas is required by applicable laws to otherwise process that Client Personal Data. Where Lánluas is relying on applicable laws as the basis for processing Client Personal Data, Lánluas shall notify the Client promptly of this before performing the processing required by the applicable laws unless those applicable laws prohibit Lánluas from so notifying the Client. Lánluas shall inform the Client if, in the opinion of Lánluas, the instructions of the Client infringe Applicable Data Protection Laws;



- b. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data, which the Client has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful
- c. processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- d. ensure that any personnel engaged and authorised by Lánluas to process Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- e. assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Lánluas), and at the Client's cost and written request, in responding to any request from a data subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f. notify the Client without undue delay on becoming aware of a personal data breach involving the Client Personal Data;
- g. at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of the Agreement unless Lánluas is required by applicable law to continue to process that Client Personal Data; and
- h. maintain records to demonstrate its compliance with this Clause 9.7 and allow for reasonable audits by the Client or the Client's designated auditor, for this purpose, on reasonable written notice.

9.8 The Client hereby provides its prior, general authorisation for Lánluas to:

- a. appoint processors to process the Client Personal Data, provided that Lánluas:
 - i. shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Lánluas in this Clause 9;
 - ii. shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Lánluas; and
 - iii. shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Lánluas's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Laws, the Client shall indemnify Lánluas for any losses, liabilities, damages, costs (including legal fees) and expenses suffered by Lánluas in accommodating the objection; and
 - iv. transfer Client Personal Data outside of the UK as required for the purposes for which the Client Personal Data is processed (as set out in the applicable Statement of Work), provided that Lánluas shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Lánluas, including any request to enter into standard contractual clauses.

9.9 To the extent that Lánluas cannot comply with a change to the Client's instructions when processing Personal Data without incurring material additional costs:

- a. Lánluas shall:



- i. immediately inform the Client, giving full details of the problem; and
 - ii. cease all processing of the affected data (other than securely storing those data) until revised instructions are received; and
- b. any changes in the Client's instructions that affect the pricing structure or commercial relationship between the parties should go through an appropriate Change Order (as set out in Clause 5)

10. Warranties and disclaimers

- 10.1 Warranties.** Each party warrants that it has the legal power to enter into this Agreement. Lánluas represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof using all reasonable skill and care.
- 10.2 Disclaimer.** Except as expressly provided in the Agreement, Lánluas makes no other warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Laws. Client's sole remedy and Lánluas's sole obligation for breach of this limited Services warranty, except as set forth in any SOW that expressly amends this warranty, will be the re-performance of any deficient Services at Lánluas's expense.

11. Indemnification

- 11.1 Indemnification by Lánluas.** Lánluas shall defend, indemnify and hold Client harmless against all costs and expenses, including reasonable attorney's fees, associated with the defence or settlement of any claim that any of the Services or Deliverables provided by Lánluas infringe any patent, copyright, trademark, trade secret or other intellectual property right, and Lánluas shall pay any judgments or settlements based on any such claims provided that Client:
- a. promptly notify Lánluas in writing of the claim; and
 - b. allow Lánluas to control, and cooperate with Lánluas in, the defence and any related settlement negotiations.
- 11.2 Remedies** - If such a claim is made or appears likely to be made, Client agrees to permit Lánluas to enable Client to continue to use the Deliverables, or to modify them, or replace them with Deliverables that are at least functionally equivalent. If Lánluas determines that none of these alternatives is reasonably available, Client agrees to return the Deliverables to Lánluas on its written request. Lánluas will then give Client a credit equal to the amount Client paid Lánluas for the creation of the Deliverables the subject of the infringement. This is Lánluas's entire obligation to Client regarding any Claim of infringement.
- 11.3 Claims for Which Lánluas is Not Responsible** - Lánluas has no obligation regarding any claim based on any of the following:
- a. anything Client provides which is incorporated into the Deliverables or Lánluas's compliance with any designs, specifications, or instructions provided by Client or by a third party on Client's behalf;
 - b. Client's modification of Deliverables; or
 - c. the combination, operation, or use of the Deliverable Materials with any product, data, apparatus, or business method that Lánluas did not provide, or the distribution, operation or use of the Deliverables for the benefit of a third party (excluding Client's Affiliates).



- 11.4 Indemnification by Client.** Client must keep Lánluas indemnified in full against any liabilities, costs, charges, or expenses, damages and losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Lánluas arising out of or in connection with any claim brought against Lánluas for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Client Materials.
- 11.5 Mutual Indemnification.** A party (Indemnifying Party) is required to indemnify the other party (Indemnified Party) under this clause 11, to the extent that such Claims arise out of or relate to:
- a. the Indemnifying Party's negligent or wilful acts or omissions resulting in bodily injury, including mental injury, or death to any person or loss, disappearance, or damage to tangible or intangible property; or
 - b. The Indemnifying Party's non-compliance with Applicable Laws.
- 11.6** The Indemnifying Party will not be liable under this clause 11 (Indemnification) to the comparative extent that Claims result from the Indemnified Party's negligent or wilful acts or omissions.
- 11.7 Indemnification procedures.** The Indemnified Party will:
- a. provide the Indemnifying Party with reasonably prompt notice of Claims;
 - b. permit the Indemnifying Party through mutually acceptable counsel to answer and defend Claims; and
 - c. provide the Indemnifying Party with reasonable information and assistance to help the Indemnifying Party defend Claims at the Indemnified Party's expense.

12. Limitation of liability

- 12.1** The Client acknowledges and agrees that it assumes sole responsibility for:
- a. all problems, conditions, delays, delivery failures (including any of those concerning transfer of data) and all other loss or damage arising from or relating to the Client's or its agents' or contractors' (including any existing service provider's) network connections, telecommunications links or facilities, including the internet, and the Client further acknowledges that the Services and the Deliverables may be subject to limitations, delays and other problems inherent in the use of such connections, links or facilities; and
 - b. loss or damage arising from any Relief Event.
- 12.2** This Clause 12 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and subcontractors) in respect of:
- a. any breach of the Agreement;
 - b. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Agreement; and
 - c. any indemnity provided under the Agreement.
- 12.3** Nothing in the Agreement excludes or limits either party's liability for:
- a. death or personal injury caused by negligence;
 - b. fraud or fraudulent misrepresentation;
 - c. wilful breach of the Agreement;



- d. in the case of the Client, the Client's obligation to pay the Fees; or
 - e. any other liability which cannot lawfully be excluded or limited.
- 12.4** Subject to Clause 12.3, Lánluas's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall in respect of any Services, be limited to an amount equal to one hundred percent (100%) of the price paid or payable for such Services during the 12 months during the twelve (12) months preceding the date on which the claim arose:
- 12.5** Subject to Clause 12.3, and except as expressly and specifically provided in the Agreement:
- a. neither party shall have any liability for any costs, fines, damages, losses or liabilities which may be suffered by the other party (or any person claiming under or through that party), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - i. special damage even if the other party was aware of the circumstances in which such special damage could arise;
 - ii. loss of profits;
 - iii. loss of anticipated savings;
 - iv. loss of business opportunity;
 - v. loss of goodwill and reputation;
 - vi. loss or corruption of data.
 - b. the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. Lánluas shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Lánluas by the Client in connection with the Services, or any actions taken by Lánluas at the Client's direction; and
 - c. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

13. Term and termination

- 13.1 Term of Agreement.** This Agreement commences on the Effective Date and shall continue unless otherwise terminated in accordance with this Agreement.
- 13.2 Termination on Notice.** Either party may terminate this Agreement on 90 days written notice. Termination of this Agreement does not terminate SOW's, and provisions of this Agreement and Exhibits and Schedules as they relate to such SOW's remain in effect until fulfilled or otherwise terminated in accordance with their terms.
- 13.3 Termination for Cause.** A party may terminate this Agreement for cause:
- a. upon 30 days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
 - b. if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or any event analogous to the foregoing occurs in relation to that other party in any jurisdiction; and
 - c. failure to pay is a material breach.



- 13.4 Effect of Termination.** On termination or expiration of this Agreement, any SOWs signed when this Agreement is in effect continue under the terms of this Agreement and such SOW until such SOWs are terminated or expire on the terms of the applicable SOW, however, no new SOWs or extensions of existing SOWs are permitted.
- 13.5 Outstanding Fees.** Termination shall not relieve Client of the obligation to pay any fees accrued or payable to Lánluas prior to the effective date of termination.
- 13.6** Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement or an SOW which existed at or before the date of termination or expiry.
- 13.7 Surviving Provisions.** The provisions of this Agreement, including the applicable SOW, which by their terms require performance after the termination or expiration of this Agreement or have application to events that may occur after the termination or expiration of this Agreement, will survive such termination or expiration. All indemnity obligations and indemnification procedures will survive the termination or expiration of this Agreement.

14. Force majeure

- 14.1** Neither Lánluas or Client shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement or an SOW during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, global pandemic, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure.

15. Insurance

- 15.1** Lánluas certifies that it has taken out, from reputable insurance companies, insurance policies providing adequate coverage in respect of its public and professional liability. Upon request, it shall provide an insurance certificate to Client.

16. General provisions

- 16.1 Publicity.** Neither party may issue press releases relating to this Agreement without the other party's prior written consent which shall not be unreasonably withheld or delayed. Either party may include the name and logo of the other party in lists of Clients or vendors in accordance with the other party's standard guidelines.
- 16.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 16.3 No Third-Party Beneficiaries.** No person who is not a party to this Agreement is intended to benefit by its terms and no such person has any right to enforce any term of this Agreement. Notwithstanding any rights any third party may have under this Agreement, the parties may cancel or vary this Agreement in accordance its terms without the consent of any third party.
- 16.4 Notices.** All notices under this Agreement shall be in writing and delivered personally or sent by mail, facsimile or by email and shall be deemed to have been given upon:
- personal delivery;
 - the 3rd Business Day after mailing;
 - the 3rd Business Day after sending by confirmed facsimile; or



- d. the 3rd Business Day after sending by email (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

Notices to Lánluas shall be addressed to the attention of the Director at the registered office. Notices to Client shall be addressed to Client's signatory of this Agreement unless otherwise designated below.

- 16.5 **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 16.6 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 16.7 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party not to be unreasonably withheld. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Clause shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 16.8 **Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of New South Wales. The courts in Sydney, Australia shall have exclusive jurisdiction to adjudicate any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the Services. Each party hereby consents to the jurisdiction of such courts unless otherwise agreed in an SOW.
- 16.9 **Entire Agreement.** This Agreement, including all Schedules and exhibits hereto and all Statements of Work, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client documentation (excluding Statements of Work) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 16.10 **Counterparts.** This Agreement may be executed by exchange of a facsimile copy of the Agreement signed by the relevant party or by email exchange of a pdf copy of the Agreement signed by the relevant party and in counterparts, which taken together shall form one legal instrument.



17. Execution

Signed as an Agreement.

Signed for and on behalf of
Lánluas Consulting Pty Limited by:

Full Name:

John Speed

Title:

Director

Authorised signature:

Date:

Signed for and on behalf of
[Client name] by:

Full Name:

<Client representative>

Title:

<Client representative title>

Authorised signature:

Date: