

## Standard Terms and Conditions

This Agreement ("Agreement") is made as of the (Date) between Acsis- Technologies Pty Ltd., a Sydney New South Wales corporation, ("ACSIS"), and, ("Client").

NOW, THEREFORE, for and in consideration of the terms and conditions and mutual obligations contained herein, the parties agree as follows:

**1. TERM OF AGREEMENT.** This Agreement shall commence upon execution by an authorized representative of Client and its acceptance by ACSIS and shall remain in effect until the Services are completed or until terminated as otherwise provided herein.

**2.. CHARGES AND PAYMENTS.** The hourly rates for services provided under this agreement will be based on ACSIS 's current rates at the time services are provided. The current rate schedule is included in Pricing Schedule and Client will be given 60 days notice of any change in current rates.

Unless otherwise agreed, invoices will be issued each week for Services provided. All travel, local transportation, lodging, and meal expenses will be billed at cost. Payment by Client is due to ACSIS net 14 days of Client receipt of invoice from ACSIS .

Client agrees to pay a late payment charge at a rate of one and one-half percent (1-1/2%) per month for any outstanding charges or portions thereof not paid by Client to ACSIS as provided herein (18% per annum).

In addition to the charges invoiced by ACSIS, Client agrees to pay amounts equal to any taxes resulting from Services provided under this Agreement including, without limitation, all sales and use taxes.

Client understands and agrees that ACSIS may include in any ACSIS Software certain programming designed to inhibit use of such ACSIS Software in the event that payment is not made within the terms of this Agreement.

**3. FACILITIES.** As may be reasonably necessary in the performance hereof, Client shall provide at no charge to ACSIS's representatives office space, telephone, computer terminal, and access to office equipment such as copier, facsimile, and secretarial support.

(A) Client shall make available to ACSIS free of charge all the Client's information, facilities and services reasonably required by ACSIS to enable them to effectively perform warranty and maintenance services including (without limitation) computer runs, memory dumps, print outs, data preparation, etc. and if applicable office accommodation, typing and photocopying.

(B) Client shall provide such telecommunication facilities at its own expense as are reasonably requested by ACSIS for testing and diagnostic purposes including a minimum of a 9600 baud dial back modem linking the equipment to the ACSIS support facility to enable ACSIS to have access to the equipment via the telephone network.

4. **TERMINATION.** This Agreement and/or any individual project order hereunder may be terminated under the following conditions and in the manner specified:

(A) immediately upon material breach by written notice from the injured party;

(B) immediately upon written notice, in the event that the other party files for bankruptcy or for some similar process of protection against creditors;

(C) at the completion of the Services as shown in the individual project plan unless the parties mutually agree that these terms and conditions shall remain open for succeeding individual project plans; or

(D) as may be mutually agreed to in writing.

In the event of termination as specified above, the provisions of paragraphs 4, 6, 8, 9, 10.3, 10.4, 11.1, 11.2, and 13, of this Agreement and all other material provisions, which by their nature survive termination, shall survive termination.

5. **CONFIDENTIAL INFORMATION.** Any information from either party, which is designated by stamp, label, or similar method as confidential or proprietary shall be treated as such by the other party. Such treatment shall include the recipient ensuring that such documents are not divulged to third parties without prior written consent by the issuing party. All Software and associated documentation shall be treated by the Client as confidential information.

#### 6. **LIMITATION OF LIABILITY.**

6.1 **No Indirect Damages** - In no event shall ACSIS, its Officers, Directors, Employees or Agents be liable to Client or to any other party for indirect damages or losses (in contract or tort) in connection with the ACSIS software modifications or services or this Agreement, including but not limited to damages for lost profits, lost savings, or incidental, consequential, or special damages, even if caused by ACSIS 's negligence and even if ACSIS has knowledge of the possibility of such potential loss or damage.

6.2 **Limits on Liability** - If for any reason, ACSIS becomes liable to Client or any other party

for direct or any other damages for any cause whatsoever, and regardless of the form of action (in contract or tort), incurred in connection with this Agreement or the ACSIS software modifications, then:

(A) The aggregate liability of ACSIS for all damages, injury, and liability incurred by Client and all other parties in connection with the ACSIS software modifications or services, shall be limited to an amount equal to the charges associated with the provision of such ACSIS software modifications or services under this Agreement which gave rise to the claim for damages; and

(B) Client may not bring or initiate any act or proceeding against ACSIS arising out of this Agreement or relating to the ACSIS software modifications or services more than two years after the cause of action has arisen.

**7. NON-SOLICITATION OF EMPLOYEES.** ACSIS and Client agree not to solicit for employment the employees of the other party, without the prior written consent of the other party, for a period of twelve (12) months following termination of this Agreement.

**8 NON-ASSIGNMENT.** Neither this Agreement nor any of Client's obligations hereunder may be assigned by Client, in whole or in part or by operation of law or otherwise, without the prior written consent of ACSIS. Any attempt to sublicense, assign or transfer any Software without the prior written consent of ACSIS shall be null and void.

For the purpose of this Agreement a transfer to another division subsidiary, or the parent company shall not be considered as assignment but shall generate a \$250.00 transfer fee.

**9. AMENDMENT.** No additional terms, consent, waiver or alteration or modification of any provisions of this Agreement shall be binding unless in writing and signed by an authorized representative of each party.

**10 WAIVER AND SEVERABILITY.** Failure by either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision nor in any way affect the validity of this Agreement or any right thereof or the right of the other party thereafter to enforce each and every provision. The provisions of this Agreement are declared to be severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision.

11. **FORCE MAJEURE.** ACSIS shall not be declared in default by reason of any failure to comply with the terms of this Agreement, if such failure is due to acts of God, acts of government, fires, floods, epidemics, freight embargoes, unavailability of materials, or any cause or condition beyond ACSIS 's control, whether foreseeable or not.

12. **NOTICES.** All notices required by or relating to this Agreement shall be in writing and shall be sent via courier or certified mail or facsimile with a courier or certified mail confirmation copy to the parties to this Agreement at the following addresses or to such other address as either party may substitute by written notice to the other:

13. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New South Wales. Any litigation to enforce or interpret this Agreement shall be filed and heard only in the state or federal courts for Sydney, New South Wales. If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

14. **NO AGENCY.** The parties acknowledge that each is an independent contractor and nothing herein constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all proposals or prior agreements, oral or written, and any other communication between the parties relating to the subject matter of this Agreement.