

QuantaCom

VOLKCOMM GROUP PTY LTD T/A QuantaCom ABN 12 646 586 861

SERVICES AGREEMENT

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SERVICES AGREEMENT

A PARTIES

A.1 QuantaCom

Name	VolkComm Group Pty Ltd T/A QuantaCom ABN 12 646 586 861
Address	93A Gladstone Road, Rivervale (6103), WA
Contact	National Technical Lead: M. Hasnain Hanif T: 1800 782 682

A.2 Client

Name	
Address	
Contact	

B EXECUTION

By signing below, the parties agree to be bound by the Particulars and General Conditions set out in this Agreement and of its Appendixes.

EXECUTED for **VOLKCOMM GROUP PTY LTD** by its Duly authorised representative:

Sign:

Name:

Position:

Date:

EXECUTED for the **Client** by its Duly authorised representative:

Sign:

Name:

Position:

Date:

PARTICULARS

Agreement Date	The date the last party signs this Agreement
Background	QuantaCom has agreed to provide solutions to the Client on the terms of this agreement.

A. AGREEMENT TO PROVIDE SERVICES

A.1 Commencement date	This Agreement commences on (Commencement Date).
A.2 Term	The terms of this Agreement (Including any Terms and Conditions mentioned in its Appendixes or Partner Agreements) shall be ongoing until the Services subject to a Project Schedule are complete.

B. SERVICES

B.1 Solution	<p>(a) QuantaCom agrees to provide the Solution as quoted and specified for the Client, and the Client agrees to purchase the Solution, on the terms of this Agreement.</p> <p>(b) The Client agrees that in order to use the Solution, it may be required to also agree to further terms and conditions with the Solution Vendor.</p>
B.2 Services	<p>(a) QuantaCom shall provide the following services (Services) to the Client:</p> <ul style="list-style-type: none">(i) Advice and consultancy services in relation to a Solution.(ii) Determining the scope of any Solution including preparing a Project Schedule for acceptance by the Client.(iii) Purchasing a Solution on behalf of the Client.(iv) Overseeing the implementation of the Solution.(v) Installation of the Solution. <p>(b) The Client authorises QuantaCom to act as its agent when dealing with Solution Vendor regarding the purchase or implementation of a Solution.</p>

<p>B.3 Project Schedule</p>	<p>(a) In order to purchase a Solution, the Client must accept a Project Schedule.</p> <p>b) A Project Schedule may include the terms that shall apply to a Solution including without limitation:</p> <p>(i) The scope of a Solution.</p> <p>(ii) Deliverables and other service levels.</p> <p>(iii) Timeframes for delivery.</p> <p>(iv) Fees and payment; and</p> <p>(v) Any Special Conditions.</p>
<p>B.4 Support</p>	<p>(a) All support for a Solution is provided by the Solution Vendor.</p> <p>(b) The Client must contact Solution Vendor in the first instance.</p>
<p>B.5 Intellectual Property</p>	<p>(a) Each party shall retain the Intellectual Property Rights it holds in its Intellectual Property and protect the Intellectual Property Rights of the other party.</p>
<p>B.6 Liability</p>	<p>(a) The Client irrevocably releases QuantaCom from any liability, claim or action in relation to any loss or damage including any consequential loss or damage suffered by the Client as a result of any goods or services provided by the Solution Vendor, including failure to provide any goods or services.</p> <p>(b) In no event shall QuantaCom be responsible if the Client is the victim of a cyber-attack or hack by a third-party of any kind. The client irrevocably releases QuantaCom from any liability, claim or action in relation to any loss or damage including any consequential loss or damage incurred by the account as a result of any cyber-attack of the client and its systems.</p>

C. FEES & PAYMENT

<p>C.1 Fees</p>	<p>(a) The Client shall pay QuantaCom the fees agreed by the parties in a Project Schedule for a Solution.</p> <p>(b) Any variations to fees and/or Services must be made in writing and agreed by the parties.</p> <p>(c) All fees are payable in advance.</p>
<p>C.2 Invoicing & Payment</p>	<p>(a) QuantaCom must render a valid Tax Invoice to the Client for any paid services provided.</p> <p>(b) The Client agrees to pay any Tax Invoice promptly and within the stated timeframe, which in default shall be 30 days from the invoice date.</p>

C.3 Dispute	<p>(a) Should the Client dispute any charge on a Tax Invoice, the Client must notify QuantaCom of the disputed item within 5 days of the date of the Tax Invoice.</p> <p>(b) The Client must pay the amount of the Tax Invoice not in dispute within the stated timeframe.</p> <p>(c) Failure by the Client to notify QuantaCom of a disputed Tax Invoice within 5 days shall be deemed acceptance by the Client of the entire Tax Invoice.</p>
C.4 Interest	<p>Overdue Tax Invoices shall accrue interest at the rate of 10% per annum, compounding daily, or in default, the maximum rate of penalty interest prescribed under law in the Legal Location.</p>
C.5 Finance	<p>(a) QuantaCom may refer the Client to a third-party financier for the purposes of securing finance for QuantaCom' fees.</p> <p>(b) As part of the referral to a financier QuantaCom may provide the Client with the financier's standard finance agreement or other documentation.</p> <p>(c) QuantaCom recommends the Client seek independent financial and legal advice prior to entering a finance agreement with a financier.</p> <p>(d) The Client acknowledges that:</p> <p>(i) QuantaCom makes no representation that the Client will receive financing from a financier to whom QuantaCom refers the Client.</p> <p>(ii) If the Client enters a finance agreement with a financier, the Client and the financier are responsible to each other, exclusive of QuantaCom.</p> <p>(iii) QuantaCom does not provide finance to the Client directly nor indirectly.</p> <p>(iv) QuantaCom does not receive commissions or payment from financiers in return for referring the Client to them (other than the fees payable by the Client in the event the Client secures financing with the financier).</p> <p>(v) The Client is responsible for obtaining legal advice on any finance agreement or other documentation from a financier prior to entering it.</p> <p>(vi) QuantaCom shall not be liable to the Client nor any financier regarding a finance agreement.</p>

D. CONFIDENTIALITY AND PRIVACY

<p>D.1 Confidentiality</p>	<p>(a) QuantaCom will keep all Confidential Information in confidence on an ongoing basis, in accordance with the General Conditions.</p> <p>(b) Despite (a), the Client authorises QuantaCom to disclose such Confidential Information to a Solution Vendor as may be necessary to implement a Solution.</p>
<p>D.2 Confidential Information</p>	<p>Confidential Information means any written or verbal information that:</p> <p>(a) relates to the Client and is obtained from the Client or one of the Client's representatives.</p> <p>(b) The Client informs QuantaCom that the Client considers it confidential and/or proprietary; or</p> <p>(c) is personal information within the meaning of the <i>Privacy Act 1988</i> (Cth).</p>

E. ENDING THE SERVICES AND/OR THIS AGREEMENT

<p>E.1 Ending this Agreement</p>	<p>This Agreement shall end when the provision of Deliverables subject to last active Project Schedule subject to this Agreement have been completed.</p>
<p>E.2 Pursuant Termination</p>	<p>(a) Without affecting any other rights or obligations of the parties, either party may terminate this Agreement by giving 90 days' written notice.</p> <p>(b) Should the Client terminate this Agreement without cause, it shall remain liable to pay any Fees that it had agreed to pay QuantaCom for all:</p> <p>(i) Deliverables provided; and/or</p> <p>(ii) Active Projects until the expiry of the notice period.</p>
<p>E.3 Termination for Breach</p>	<p>A Party may terminate this Agreement upon immediate written notice where:</p> <p>(a) The other Party is in breach of this Agreement and:</p> <p>(i) has been given written notice of that breach and has not remedied the breach within 10 business days: and/or</p> <p>(ii) that breach is incapable of remedy; and/or</p> <p>(b) The other Party suffers an insolvency Event.</p>

E.4 Effect of termination for Breach	Where this Agreement is terminated by QuantaCom in accordance with item E.3: (a) QuantaCom shall have no obligation to provide any refund to the Client. and (b) QuantaCom shall be released from all further obligations to the Client.
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F. LEGAL LOCATION

F.1 Legal Location	Western Australia, Australia.
F.2 Reference City	Perth, Western Australia

GENERAL CONDITIONS

1 INTERPRETATION

1.1 The following definitions APPLY in this document:

- (a) **ABN** means Australian Business Number.
- (b) **ACN** means Australian Company Number.
- (c) **Agreement** means this Services Agreement.
- (d) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in the Reference City in the Legal Location.
- (e) **Commencement Date** means the date for the commencement of the Services which is specified in the Particulars and if none is specified, the Agreement Date.
- (f) **Confidential Information** has the meaning set out in the Particulars but does not include information that QuantaCom can establish:
 - i was in the public domain at the time it was given to QuantaCom.
 - ii became part of the public domain, without QuantaCom's involvement in any way, after being given to QuantaCom.
 - iii was in UC Partner's possession when it was given to QuantaCom, without having been acquired (directly or indirectly) from QuantaCom; or
 - iv was received from another person who had the unrestricted legal right to disclose

that information free from any confidentiality obligation.

- (g) **Deliverable** means any product, good or service to be provided to the Client subject to a Project Schedule.
- (h) **Fees mean** the fees and charges specified in the particulars, a Project Schedule, which are to be paid by the Client to QuantaCom.
- (i) **Force Majeure** means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:
 - i Act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, adverse weather conditions.
 - ii Act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic.
 - iii The effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and
 - iv Embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage

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- (j) **General Conditions** means the provisions set out in the section of this agreement entitled "General Conditions".
- (k) **GST** has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (L) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.
- (m) **Intellectual Property Rights** means, for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.
- (n) **Insolvency Event** means:
 - i being in liquidation or provisional liquidation or under administration.
 - ii having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property.

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- lii being taken under section 459F (1) of the Corporations Act to have failed to comply with a statutory demand.
- iv being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason.
- v taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act).
- vi entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
- vii or any analogous event with similar effects.
- (o) Legal Location means the legal location set out in the Particulars.
- (p) Notice means a written notice, consent, approval, direction, order or other communication.
- (q) Particulars means the provisions set out in the section of this Agreement entitled "Particulars".
- (r) Personal Information means Personal Information and Health Information as those terms are defined in the Privacy Act 1988 (cth).
- (s) Project means the Project Services to be provided pursuant to a Project Schedule.
- (t) Project Schedule has the meaning given in item B.3 of the Particulars.

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- (u) Solution means the cyber-security solution consisting of any hardware goods, software and other related services provided by the Solution Vendor.
- (v) Solution Vendor means the original manufacturers and/or developers of the Solution, including (without limitation) as relevant:
 - I. CISCO
 - II. SOPHOS
 - III. D-LINK
 - IV. RED PIRANHA
 - V. TP-LINK
 - VI. Netgear
 - VII. ASUS
 - VIII. DELL

- (w) Special Conditions means the provisions set out in, attached to or made by reference to this Agreement entitled "Special Conditions".
- (x) Tax Invoice has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (y) Term means the period specified in the Particulars commencing on the Commencement Date.

1..2 Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and the opposite also applies.
- (b) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning
- (c) A reference to a clause refers to clauses in this Agreement.
- (d) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (e) Mentioning anything after includes, including, or similar expressions, does not limit anything else that might be included.
- (f) A reference to a party to this Agreement or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- (g) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (h) A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (i) A reference to dollars or \$ is to an amount in Australian currency.

2 COMMENCEMENT

2.1 This Agreement commences on the Commencement Date. Where the Commencement Date pre-dates the Agreement Date the Parties expressly acknowledge that the terms and conditions of this Agreement, to the extent reasonably possible, commenced on the Commencement Date, and this Agreement is the formalisation of an existing undocumented agreement between the Parties.

3 QUANTACOM'S KEY OBLIGATIONS

3.1 QuantaCom will:

- (a) ensure that the Services are complete and provided in a timely manner and/or in accordance with any timeframes agreed by the parties.
- (b) ensure that the Services are provided in accordance with the standards outlined in this Agreement.
- (c) comply with all the relevant laws and industry standards in respect of providing the Services.

4 CLIENT'S KEY OBLIGATIONS

4.1 The Client will:

- (a) ensure that QuantaCom (or Forcepoint as the case may be) has access to all the:
 - i resources, personnel, electronic systems and premises required to provide the Services: and
 - ii all facilities and materials and information reasonably requested for QuantaCom to do its job.
- (b) Always establish and maintain clear channels of communication with QuantaCom.
- (c) promptly provide QuantaCom with directions, instructions or information which are requested by QuantaCom and which are reasonably required to assist QuantaCom in the performance of its obligations under this document; and
- (d) promptly provide UC Partners with a copy of all applicable policies, procedures, rules, regulations, standards of conduct and requirements relevant to the provision of the Services.

5 INVOICING & PAYMENT

- 5.1 QuantaCom shall provide the Client with a Tax Invoice for all fees charged. If QuantaCom does not provide a valid Tax Invoice (or does not supply the Client with its ABN), the Client may withhold from any payment made to QuantaCom the amounts required for the Client to comply with the Taxation Administration Act 1953 (Cth) and related legislation.
- 5.2 Unless started otherwise in a Project Schedule, the terms of payment set out in the Shall apply.

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- 5.3 All payments by the Client or other consideration for any supply by QuantaCom to the Client under or in connection with this document include any GST for which QuantaCom is liable on that supply, and QuantaCom (and not the Client) is responsible for payment of that GST.
- 5.4 The Client will be entitled to set off any amount owed to QuantaCom against any amount payable by QuantaCom to the Client.
- 5.5 If the Client fails to pay an amount due under this Agreement by a due date, QuantaCom may charge interest on the overdue amount at no more than 10% per annum compounding daily.
- 5.6 Refunds are only provided for in accordance with the, a Project Schedule or as required by law.

6 CONFIDENTIALITY

- 6.1 QuantaCom must not:
- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Agreement; or
 - (b) disclose any of the Confidential Information except in accordance with clauses 6.2 or 6.3.
- 6.2 QuantaCom may disclose Confidential Information to its Personnel if:
- (a) the disclosure is required to enable QuantaCom to perform its obligations or to exercise its rights under this document; and/or
 - (b) prior to disclosure, QuantaCom informs the person of QuantaCom's obligations in relation to the Confidential Information under this document.
- 6.3 Subject to clause 6.4, QuantaCom may disclose Confidential Information that QuantaCom is required to disclose:
- (a) by law or by order of any court or tribunal of competent jurisdiction; or
 - (b) by any Government Agency, stock exchange or other regulatory body.
- 6.4 If QuantaCom is required to make a disclosure under clause 6.3, QuantaCom must:
- (a) to the extent possible, notify the Client immediately when it anticipates that it may be required to disclose any of the Confidential Information; and
 - (b) only disclose Confidential Information to the extent necessary to comply.
- 6.5 The Client and QuantaCom must each assist the other to comply with its obligations under the Privacy Act 1988 (Cth) in relation to Confidential Information.

7 FORCE MAJEURE

- 7.1 If a party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of Force Majeure, it will promptly notify the other party accordingly. The notice must:

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- (a) Specify the obligations and the extent to which it cannot perform those obligations.
- (b) Fully describe the event of Force Majeure.
- (c) Estimate the time during which the Force Majeure will continue; and
- (d) Specify the measures proposed to be adopted to remedy or abate the Force Majeure.

- 7.2 Following a notice of Force Majeure in accordance with clause 7.1 and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.
- 7.3 The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.
- 7.4 The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under this Agreement.
- 7.5 The term of this Agreement will not be extended by the period of Force Majeure.

8 DISPUTE RESOLUTION

- 8.1 If any dispute arises between the Client and QuantaCom in connection with this Agreement (Dispute), then either party may notify the other of the Dispute with a notice (Dispute Notice) which:
- (a) includes or is accompanied by full and detailed particulars of the Dispute; and
 - (b) is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- 8.2 Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) of the Client and QuantaCom must meet and seek to resolve the Dispute.
- 8.3 Subject to clause 8.4, a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.
- 8.4 Nothing in this clause prevents QuantaCom from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.
- 8.5 Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

9 LIABILITY

- 9.1 In no circumstances will QuantaCom be liable for any direct, incidental, consequential or indirect damages, death, personal injury, illness, infection, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other

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similar or analogous loss resulting from the Client's access to, or use of, or inability to use all or any part of a Solution, or any content, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not QuantaCom knew or should have known of the possibility of such damage to business interruption, death, personal injury, illness or infection to a person of any type, whether in tort, contract or otherwise.

- 9.2 Certain rights and remedies may be available under the Competition and Consumer Act 2010 (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, QuantaCom and its related

entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, liability of QuantaCom for breach of any implied warranty or condition that cannot be excluded is restricted, at QuantaCom's option to:

- (a) The re-supply of services or payment of the cost of re-supply of services; or
- (b) The replacement or repair of goods or payment of the cost of replacement or repair.

10 AMENDMENT AND ASSIGNMENT

- 10.1 This Agreement can only be amended, supplemented, replaced or novated by another agreement executed by the parties.
- 10.2 The parties to this Agreement may only assign or otherwise create an interest in their rights under this document with the written consent of each other party.

11 ELECTRONIC COMMUNICATION & NOTICES

- 11.1 The words in this clause that are defined in the Electronic Transactions Act 1999 (Cth) have the same meaning.
- 11.2 The parties acknowledge and agree that this Agreement is binding upon each party if executed digitally and conveyed by electronic communication.
- 11.3 A consent notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- 11.4 Notices must be sent to the parties' contact details as specified in item A of the Parties section.

12 GENERALS

- 12.1 Special Conditions. The parties may agree to any Special Conditions to this Agreement in writing.
- 12.2 Prevalence. To the extent that this Services Agreement is inconsistent with the Software License Agreement, the Software License Agreement will prevail. To the extent that the Particulars are inconsistent with the General Conditions, the terms of the Particulars will prevail.
- 12.3 Disclaimer. Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

- 12.4 Relationship. The relationship of the parties to this Agreement does not form a joint venture or partnership.

- 12.5 Waiver. No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- 12.6 Further Assurances. Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.
- 12.7 Governing Law. This Agreement is governed by the laws of the state set out in the Legal Location. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- 12.8 Liability for Expenses. Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement.
- 12.9 Counterparts. This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- 12.10 Time. Time is of the essence in this Agreement.
- 12.11 Severability. Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.
- 12.12 Legal Advice. The client acknowledges and agrees that it has obtained independent legal advice in connection with this agreement and further acknowledges and agrees that it has read, understood and agrees with all of the terms of this agreement.

END GENERAL CONDITIONS

PROJECT SCHEDULE

Inclusion:

Director/Customer:

Customer Name:	
Customer Signature:	
Date of Agreement:	

Sales Team:

Sales Rep Name:	
Sales Rep Organization:	
Sales Rep Signature	
Date of Agreement:	

THE QUANTACOM PTY LTD

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