

Viatek Technology Pty Ltd – Master Terms & Conditions for the Supply of all Products and Services.

Background

- a) Viatek Technology Pty Ltd provides a range of services and products to its customers
- b) Viatek will use reasonable efforts to provide those services and products to its customers
- c) These Master Terms and Conditions sets out the terms and conditions under which Viatek provides these services and products
- d) Viatek reserves the right to change the details of these terms and conditions without notice

Definitions

Agreement means this Master Terms and Conditions and any related Schedules and can also be interchangeable with the word **Contract**

Associate has the meaning given to the term “associate” in the Corporations Act 2001 (Cth).

Customer means the client organisation named or defined in each Schedule

Consequential Loss means

- a) loss of profits, loss of revenue, loss of data, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunities (including opportunities to enter into or complete arrangements with third parties), loss of management time, damage to credit rating, or loss of business; and
- b) any loss, not arising naturally (that is according to the usual course of things), from the relevant breach, whether or not such loss is reasonably supposed to have been in the contemplation of both parties at the time they made this Agreement, as the probable result of the relevant breach.

Contract Change Request means a description of the changes to services offered by Viatek and the accompanying price changes, that is agreed by both parties.

CPI means the Consumer Price Index (All Groups Index for the Weighted Average Eight Capital Cities) as published from time to time by the Australian Bureau of Statistics for any Quarter and if that Index is discontinued or modified, an alternative equivalent index provided by the Australian Bureau of Statistics. If no equivalent alternative index is available, then either Viatek or the Customer may request the Institute of Actuaries of Australia to provide an alternative index which is equivalent to the CPI and that alternative index shall be deemed to be the CPI for the purposes of this Agreement.

Cyber-attack includes cyber-attacks, attempted, threatened or actual unauthorized access to or changes to Environments, attempted, threatened or actual damage to, loss of or encryption of Environments and/or data stored on, accessible through, or contained within Environments, the operation of malicious software within or in relation to an Environment (including ransomware and software viruses) and any malicious or intentional activity by a third party (including hackers) or third party systems (including hardware and/or software) that affects, interrupts, compromises or damages an Environment or the Customer's access to or use thereof.

Cyber-security measures means security, IT security and cyber-security measures designed to increase and/or improve the security of an Environment, improve the cyber-security risk profile in relation to an Environment, and/or mitigate or reduce the risk of, or protect against, Cyber-attack

Environment includes IT environments, networks, systems, applications, equipment, operating systems, devices (including computers and software and firmware installed on devices) and IT infrastructure

Force Majeure Event means an event including, but not limited to, acts of God, war, civil commotion, riot, blockade or embargo, fire, explosion, breakdown, union dispute, earthquake, epidemic, flood, windstorm, lack or failure of courses of supply, passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority, beyond the reasonable control of the parties, whether or not foreseeable, which renders performance impossible.

Loss means liability, loss, damage, cost and expense of any nature and includes Consequential Loss

Products means any hardware, software, equipment, accessories or related goods.

Quote means the detailed document provided to the customer outlining products and services to be supplied by Viatek and includes associated charges and fees to the customer. Quote is interchangeable with the word **Proposal**

Related Entity has the meaning given to the term “related entity” in the Corporations Act 2001 (Cth).

Services means the delivery of skills, knowledge or advice by Viatek Technology or authorised third party to Customer and may include installation, engineering, training, consulting or technical support and any other services to be performed by Viatek Technology or its delegates.

Schedules means any document provided by Viatek to and agreed by the Customer specifying the scope of Services to be provided under and for the purposes of this Agreement, the period such Services will be provided and other relevant terms;

1. Payment and Pricing

1.1 Fees:

Customer agrees to pay Viatek when the fees are due as defined in the quote and otherwise as set out in or relating to this Agreement.

1.2 Variations:

- a) Unless specified to the contrary in a Schedule, pricing for the Services will be reviewed annually on each anniversary of the Agreement Commencement Date and the service pricing may at the discretion of Viatek (and time not being of the essence) be increased by the rate of CPI for the previous year.
- b) Any changes to service pricing will be notified in writing by Viatek to the Customer by way of updated Schedule(s). Such changes will be effective thirty (30) days from the date of issue.

1.3 Invoice Payment Terms:

The Customer must pay each Viatek invoice in accordance with the payment terms set out in the Schedule(s). If payment terms are not set out, invoices will have 14-day terms.

1.4 No Withholdings and/or Deductions:

The Customer is not entitled to make any withholding or deduction of any kind from any payments due to Viatek unless Viatek has issued a credit note to the Customer or otherwise agreed previously in writing. Where a lesser amount is paid, it will be treated as a payment on account and deemed to be without prejudice to Viatek's right to recover the balance or to pursue any other remedy available to Viatek.

1.5 Interest of Overdue Amounts:

Interest will, at the discretion of Viatek and without any need for prior demand therefor, accrue on all overdue amounts at the rate of one per cent (1%) per month (twelve per cent (12%) per annum) from the due date for payment and until all overdue amounts are paid in full.

2. Taxes

- 2.1 Customer agrees to pay any taxes, including taxes and levies arising out of changes in the law, however, designated (excluding taxes on Viatek's net income).
- 2.2 **Reimbursement:**
Notwithstanding any other provision of this Agreement, if either party is required to reimburse or indemnify the other party for any cost, expenses or other amounts, the amount to be reimbursed or indemnified must be reduced by any part which is recoverable as an input tax credit by the party which incurred it (or representative member of that party's GST group).
- 2.3 **Tax invoices:**
Each party must ensure that each invoice it presents to the other party under this Agreement in respect of any GST Amount is a valid tax invoice. A party to whom a GST Amount is owed must include that GST Amount on the same invoice as the consideration for the supply to which it relates. The party receiving that invoice must pay the GST Amount no later than the date on which the rest of the invoice is due to be paid.
- 2.4 **Adjustments:**
If at any time an adjustment is to be made with the relevant taxing authority in respect of an amount paid on account of GST as a result of any supply made (or deemed to be made) by a party in connection with this Agreement:
- a) a corresponding adjustment must be made between that party and the other party to this Agreement;
 - b) the party entitled or required to make the adjustment must deliver an adjustment note to the other party within 28 days of becoming aware of the entitlement or requirement to make an adjustment; and
 - c) any payment required to give effect to the adjustment must be made within 30 days of the adjustment note being delivered to the recipient party.
- 2.5 **Instalments for no monetary consideration:**
If a party making a supply is not entitled to invoice the other party for all or part of the monetary consideration in respect of that supply until after the liability to pay GST in respect of the supply arises (or if no monetary consideration is due in respect of that supply):
- a) the party making the supply may present its invoice for the GST Amount in respect of the supply at any time, provided it is no earlier than 40 days before the liability to pay the GST arises; and
 - b) the party receiving the invoice must pay the GST Amount no later than 30 days after it receives the invoice.
- 2.6 **Terms Used Terms:**
Defined in the GST Act have the same meaning when used in this section, including "supply", "consideration", "tax invoice", "adjustment note", "taxable supply" and "GST group".

3. Suspension of Services

- 3.1 Notwithstanding any other part of this Agreement, where any fees are outstanding and overdue, Viatek shall be entitled to suspend all or any of the Services until such time as full payment of all overdue amounts are received by Viatek.

4. Title and Risk of Product

- 4.1 Title in any Products, goods, accessories or materials supplied in or in relation to the Services (excluding any intellectual property rights therein) shall not pass to the Customer unless and until Viatek has received full payment for them.
- 4.2 The Customer assumes risk in and for goods from the time of delivery to the Customer's premises or the Customer's nominated address.

5. Warranties and Disclaimers

- 5.1 Except as implied by statute and subject to the provisions of this Agreement, Viatek, its subsidiaries and their affiliates, sub-contractors and suppliers make no warranties express or implied and specifically disclaim any warranties of merchantability or fitness for a particular purpose.
- 5.2 Viatek warrants that the Services to be provided under this Agreement will be provided by Viatek in a prompt and professional manner and by suitably trained, qualified and experienced personnel
- 5.3 Without limiting clause 5.1 but notwithstanding clause 5.2, and unless otherwise explicitly set out in this Agreement, the Services exclude the provision by Viatek of, and the Customer agrees that Viatek has no duty or obligation under this Agreement or at law to provide, advice, consultation, knowledge, skill and services to the Customer in relation to the security of the Customer's Environment including the existence, availability, suitability, applicability, industry standard or best practice, fitness for purpose, implementation, or maintenance of Cyber-security measures in relation to, and protection from Cyber-attack on, the Customer's Environment, notwithstanding that Viatek may from time to time inform the Customer about particular Cyber-security measures.
- 5.4 Viatek hereby informs the Customer that security of the Customer's Environment is important, the Customer's Environment may be insecure without active implementation and maintenance of Cyber-security measures in the Customer's Environment, and the Customer ought to investigate, implement and maintain appropriate Cyber-security measures in line with industry standard and best practice to protect and/or secure the Customer's Environment, including protection of the Customer's Environment against Cyber-attack.
- 5.5 The Customer acknowledges that Viatek has advised the Customer of, and the Customer understands and represents and warrants to Viatek that the Customer understands, the importance of security the Customer's Environment and the need for Cyber-security measures in the Customer's Environment, and the risks and potential consequences if the Customer does not implement and maintain appropriate Cyber-security measures in line with industry standard and best practice.
- 5.6 Viatek does not make, and expressly excludes, any warranty, representation, promise or guarantee that the Services or the Customer's Environment will be secure, or free of or protected from Cyber-attack, irrespective of whether the Customer implements and maintains Cyber-security measures or Viatek implements and maintains Cyber-security measures in the Customer's Environment (whether as part of the Services or otherwise).

6. Indemnities and limitations of Liability

- 6.1 Subject to clauses 6(a) and 6(b), each party ("Indemnifying Party") indemnifies and must keep indemnified the other party ("Indemnified Party") against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Indemnified Party or which the Indemnified Party may pay, sustain or incur to the extent caused by any one or more of the following:
- any breach or non-performance of this Agreement by the Indemnifying Party; and
 - any wrongful or negligent act or omission of the Indemnifying Party or any of its employees, agents or contractors.
- 6.2 Subject only to clause 9 (but otherwise notwithstanding any other provision of this Agreement):
- neither party shall have any liability to the other in contract, tort (including negligence) or otherwise for any Consequential Loss; and
 - Viatek's maximum liability to the Customer in contract, tort (including negligence) or otherwise under or in relation to his Agreement is limited to the total fees paid to Viatek by the Customer under this Agreement in the 12 month period prior to the claim arising.
- 6.3 The limitations in (b). above apply to all causes of action in the aggregate, including but not limited to breach of contract, breach of warranty, negligence, strict liability, misrepresentations and other torts, but subject to any limitations imposed by any applicable law will not limit or exclude:
- liability for death or personal injury resulting from negligence; or
 - liability for fraud.
- 6.4 The Customer releases and discharges Viatek from any and all:
- Loss suffered or incurred by the Customer arising out of or in connection with an insecurity in or Cyber-attack on the Customer's Environment;
 - caused or contributed to by the Customer or the Customer's employees, servants, officers, contractors, agents, customers, clients, invitees, users of the Services or an Associate or Related Entity of any of the foregoing;
 - caused or contributed to by the:
 - the Customer's failure to implement or maintain, or the absence of, appropriate Cyber-security measures in line with industry standard and best practice in the Customer's Environment; or
 - a failure of, or defect in, the Services;
 - the Loss, insecurity or Cyber-attack could have or would have been reduced, mitigated, limited or prevented by appropriate Cyber-security measures in line with industry standard and best practice in the Customer's Environment; and
 - howsoever arising from any cause; and
 - claims the Customer may have against Viatek, and liability Viatek may have to the Customer, under this Agreement or at law arising out of or in connection with an insecurity in or Cyber-attack on the Customer's Environment.
- 6.5 Without limiting clause 6.4, any liability Viatek may have to the Customer under this Agreement for any Loss suffered or incurred by Customer arising out of or in connection with an insecurity in and/or Cyber-attack on the Customer's Environment shall be reduced to the extent that the Loss:
- was caused or contributed to by the Customer or the Customer's employees, servants, officers, contractors, agents, customers, clients, invitees, users of the Services or an Associate or Related Entity of any of the foregoing entities;
 - was caused or contributed to by the Customer's failure to implement or maintain, or the absence of, appropriate Cyber-security measures in with industry standard and best practice in the Customer's Environment;
 - the Loss, insecurity or Cyber-attack could have or would have been reduced, mitigated, limited or prevented by the appropriate Cyber-security measures in with industry standard and/or best practice in relation to the Customer's Environment Cyber-security measures.
- 6.6 For the purposes of clause 6.4)a)c.and clause 6.5c), it is presumed that any Loss, insecurity and/or Cyber-attack would have been reduced, mitigated, limited or prevented by appropriate Cyber-security measures in line with industry standard and best practice in the Customer's Environment and the Customer shall have the burden of proving otherwise and that any Cyber-security measure is not appropriate nor in line with industry standard and best practice.

7. Termination

- 7.1 This Agreement and the associated Schedules may be terminated as a whole. Alternatively, individual Schedules may be terminated independently and such termination will not terminate or otherwise affect the remainder of the Agreement. Either party may terminate this Agreement by giving 30 days' written notice to the other party only if:
- the other party commits a Material Breach of this Agreement; or
 - the other party makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver to that party's business or assets, becomes subject to any proceedings under bankruptcy or insolvency law whether domestic or foreign or that party is wound up or liquidated voluntarily (other than for the purposes of solvent reconstruction).
- 7.2 A party will commit a Material Breach of this Agreement if:
- that party has breached any of its obligations as set under this Agreement; and
 - the other party has given notice in writing to that party requiring them to remedy the breach within 10 business days or any longer period which is specified in the notice; and
 - that party having received a notice pursuant to this clause fails to remedy the breach in full and within the period specified in the notice.
- 7.3 Effect of Termination
- Upon notice given by either party, all outstanding balances owed to Viatek will become immediately due and payable irrespective of terms outlined in this or other schedules;
 - Viatek will prepare final invoices in a reasonable timeframe;
 - neither party is taken to have waived any other remedy to which it is entitled;
 - If additional effort is required by Viatek to complete termination or offboarding that is outside of the scope of the Services set out in the Schedules, these amounts will be invoiced to the Customer and must be paid in full before offboarding / termination work commences;
 - If the Customer terminates this Agreement, and if Viatek has entered into any 3rd party supply arrangements for the provision of Services to the Customer, any termination fees associated with those Services will be due and payable by the Customer. Amounts will be invoiced to the Customer after notification of termination has been given and any amounts invoiced will be paid immediately to Viatek;
 - If the Customer fails to pay any of the fees listed in Clause 7.3, without limiting any other remedies available to Viatek, Viatek may defer performance of all Services (whether or not relevant to those fees), or suspend the customers access to all Services, until the outstanding fees have been paid.
 - Termination of Agreement and or schedules requested by the customer that do not fall under clause 7.1 section A or B will result in the customer being charged for the remaining term of the contract at the full monthly rate

8. Force Majeure

- 8.1 Neither Party shall have liability for and to the extent of any Force Majeure.
- 8.2 Except for the payment obligations of the Customer, neither party will be responsible or liable in any way for the failure or delay in the performance of its obligations due to any Force Majeure Event. If a cause relied on by a party hereunder ceases to exist, the party will perform or resume performance of its obligations and the time for performance will be extended by a period equal to the duration of the Force Majeure Event. If a Force Majeure Event persists for a period of more than 60 days, Viatek will be entitled to terminate this Agreement on written notice to the Customer.

9. Subcontracting

- 9.1 Viatek may subcontract any or all of the Services to be performed under the Agreement but shall retain prime responsibility for the Services. Viatek will inform Customer as soon as reasonably practicable upon subcontracting out any Service.

10. Dispute Resolution

- 10.1 Any dispute, controversy or claim between the Parties arising from or related to this Agreement (Dispute) must be dealt with in accordance with this clause 10 before the Parties commence court proceedings in relation to the Dispute.

10.2 Informal Dispute Resolution

- a) A party claiming that a Dispute has arisen must notify the other Party, at which time the Parties must refer the matter for discussion to their respective company executives, where relevant.
- b) The parties' nominated executives must negotiate in good faith in an effort to resolve the Dispute.
- c) If the parties' nominated executives determine in good faith that resolution through continued discussions by such representatives does not appear likely, or the Dispute remains unresolved 21 days after the date of notification, then the matter must be referred to the respective CEO's (or equivalent) to negotiate a resolution of the Dispute.
- d) During the course of negotiations, all reasonable requests made by one Party to the other for non-privileged information reasonably related to the Dispute must be honoured in the order that each of the Parties may be fully advised of the other's position.
- e) Unless otherwise agreed, all proposals and information exchanged during the informal proceedings described in this clause 10 are exchanged on a confidential and without prejudice basis.

10.3 Mediation

- a) Notwithstanding clause 10.1, if a Dispute remains unresolved 45 days after the date on which it was first notified, then the Parties agree that the Dispute will be immediately referred to mediation using an Expert under the then-current rules for mediation used by the Australian Commercial Disputes Centre in Sydney, Australia. Unless otherwise agreed by the Parties, the mediation will take place in Sydney, Australia.
- b) If the Parties cannot agree upon a mediator, then the Parties agree to accept the appointment of a mediator nominated by the then President of the Australian Institute of Arbitrators and Mediators.
- c) The Parties will share equally in the costs for the mediation.

10.4 Continued Performance

The Parties must continue performing their respective obligations and responsibilities under this Agreement while any Dispute is being resolved in accordance with this clause 10, unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement or otherwise as agreed by the Parties.

10.5 Termination and Urgent Relief

This clause 10 will not affect or preclude either party's rights to terminate this Agreement or to seek any interlocutory or other urgent relief, or Viatek's rights to pursue payments of any monies payable by the Customer under or in relation to this Agreement.

- 10.6 **Time Limit** - Actions on Disputes between the Parties must be brought in accordance with this clause 10 within two (2) years after the cause of action arises

11. General

11.1 Waiver

- a) Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by an authorised representative of both parties. Any failure by either party to enforce at any time or for any period or any obligation of or under this Agreement will not be a waiver of that obligation or the right at any subsequent time to enforce that obligation.
- b) If either party fails to enforce any right or remedy available under the Agreement, that failure shall not be construed as a waiver of any right of remedy with respect to any other breach or failure by the other party.
- c) If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. The parties further agree that in the event such invalid or unenforceable portion is an essential part of this Agreement, they will immediately begin negotiations for a replacement.

11.2 Headings

The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning of interpretation of the Agreement.

11.3 Governing Law & Jurisdiction

This Agreement shall be construed in accordance with and governed by the non-exclusive laws in force in the state of New South Wales, Australia and any competent court of jurisdiction on appeal thereto.

11.4 Complete Understanding

This Agreement and all annexes and schedules incorporated herein by reference, or as varied in accordance with the terms of the Agreement, constitutes the whole of the agreement and understanding between the parties with respect to the subject matter hereof and representations and agreements not expressly contained herein or incorporated herein by reference shall not be binding upon either party as conditions, warranties or otherwise.

Documents incorporated, if applicable:

- a) Viatek proposal/quote – Detailed description of Professional Services deliverables, hardware, software and any other products or Services, inclusions and exclusions.
- b) Annex A – Managed Services Description and Terms and Conditions
- c) Annex B – Network Services Description and Terms and Conditions
- d) Annex C – Unified Communication Services Description and Terms and Conditions
- e) Annex D – Infrastructure as a Service Description and Terms and Conditions
- f) Annex E - Threat Detection and Response Services Description and Terms and Conditions
- g) Annex F – Desktop as a Service Description and Terms and Conditions
- h) Annex PS – Professional Services Description and Terms and Conditions

11.5 Warranty Limitation

All conditions, warranties and representations on the part of Viatek whether express or implied, statutory or otherwise, whether collateral or antecedent hereto or otherwise with the exception of the express warranty set out in this Agreement are expressly excluded.

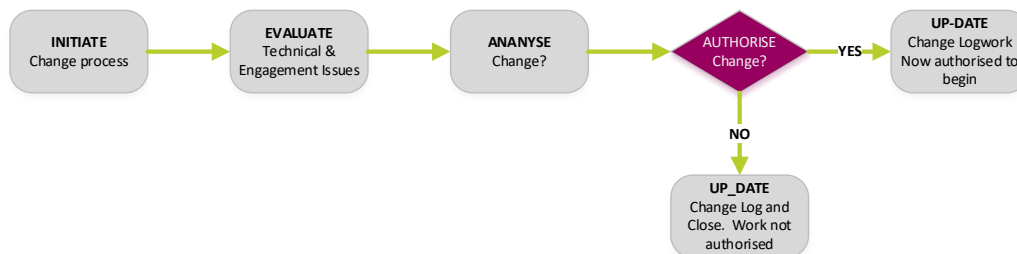
11.6 Variations

Subject to the other express provisions of this Agreement, all Moves, Adds, Changes or Deletes (MACDs) to this Agreement shall be in writing and shall be signed by both parties.

Change Management Requests & Changes to Scope: The general change process will be implemented as follows. Either Viatek or the Customer may initiate a change, in writing. The change will be evaluated, and any impact will be identified. The price, scope, and schedule impact (if any) will be analysed and documented. The change impact will then be processed for Customer authorisation or closure.

The Contract Change Request form will include a description of the change, the reason for the change, and initiator of the change; as well as impact to scope, price, quality, schedule, resources, and risks. All changes must be mutually agreed by the parties in writing. Once approved, changes to the initial project will be implemented as described.

If Viatek and the Customer are unable to resolve the disposition of change order, the scope of work will remain as defined in this document.



11.7 Notices

- a) A notice, approval, consent or other communication in connection with this Agreement must be in writing and sent by mail, email or facsimile to the other party or parties at the address shown on the front page of this Agreement, or if the addressee notifies another address, then to that address. Alternate recipients for notices may be defined in the Schedules.
- b) A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- c) A letter or facsimile is taken to be received:
 - i. in the case of a posted letter, on the third (3rd) day after posting if posted within Australia and on the seventh (7th) day if posted to or from a place outside Australia, and
 - ii. in the case of email, on production of an email in the senders sent items with no return or fail to send message.
 - iii. in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

11.8 Assignment

Viatek may assign any of its rights or novate any of its rights or obligations under this Agreement upon written notice to the Customer by either Viatek or the assignee. The Customer shall not assign any of its rights under this Agreement except with the prior written consent of Viatek, in its discretion.

11.9 Survival

The parties agree and acknowledge that the terms of this Agreement which by their nature would survive termination or expiry of this Agreement, will so survive.

11.10 Interpretation

In this Agreement, unless the context requires another meaning, a reference to:

- a) the singular includes the plural and vice versa;
- b) to a party means a party to this Agreement;
- c) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency; and the person's successors, permitted assigns, substitutes, executors and administrators;
- d) to a document means all additions, variations or substitutions of that document; and to a law includes a reference to any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange, as amended, consolidated, supplemented or replaced.
- e) Headings are for convenience only and do not affect interpretation. References to days are calendar days; references to months are calendar months.

12. Relationship and Solicitation

12.1 Independent Contractor

Viatek will at all times be an independent contractor and neither Viatek nor any Viatek personnel or any contractor of Viatek will be or will be deemed to be, an employee or agent of the Customer.

12.2 Non-Solicitation

During the term of this Agreement and for a period of 12 months thereafter, the Customer will not solicit, directly or indirectly, for employment or otherwise for the provision of any personal services, any Viatek employee who is or was involved in the performance of this Agreement or any Services, without the prior written consent of Viatek in its discretion.

13. Insurance

- 13.1 Viatek will maintain Public Liability insurance to the value of twenty million dollars (\$20,000,000), Professional Indemnity insurance to the value of ten million dollars (\$10,000,000) and workers compensation insurance over any workers or deemed workers for the term of this agreement or any extended term. If Customer asks for proof of the insurance policies being in place, then Viatek will give Customer copies of the relevant certificates of currency.

14. Confidential Information

- 14.1 The information contained in this Agreement and the Schedules and otherwise which may be exchanged or supplied between the parties in relation to this Agreement, is confidential and shall be held by each party in confidence and may not be disclosed by either party to any person (other than a related body corporate, or a party's legal and financial advisors) without the consent of the other party unless required by law or in connection with legal proceedings related to this Agreement or if such information becomes generally and publicly available otherwise than as a result of a breach of this clause by a party.

15. Personal Information

- 15.1 Our collection, use, disclosure and storage of any of your Personal Information is governed by our Privacy Policy and the Privacy Act.
- 15.2 You must comply with all your obligations under the Privacy Act. If you are a small business operator under the Privacy Act, you must choose to be treated as an organisation under section 6EA of the Privacy Act during the term of the Agreement and otherwise comply with the obligations under the Privacy Act as if you were an organisation under the Privacy Act.

16. Intellectual Property

16.1 Viatek is and shall be the exclusive owner of and retain all right, title interest into all copyrights, trademarks, patents, trade secrets and any other intellectual proprietary rights in all materials, data, information or software developed or provided by Viatek pursuant to or in relation to this Agreement or the Services and in know-how methodologies, equipment or processes used by Viatek to provide the Services ('Viatek Property'). During the currency of this Agreement, Viatek grants a non-assignable, non-exclusive licence to the Customer to have the benefit of and use of the Viatek Property strictly and only for the purposes of the Services and otherwise on the terms and conditions of this Agreement.

17. Priority of Documents

17.1 The documents comprising this Agreement will be read, interpreted and construed in the following order of precedence:

- a) Any Quote provided by Viatek
- b) The associated Annexes
- c) Terms and Conditions of Sale
- d) These Master Terms and Conditions
- e) any other document provided by Viatek.