

TERMS AND CONDITIONS

1. TERM

- 1.1 This Agreement commences and comes into full force and effect on the Acceptance Date.
- 1.2 Cloud may accept or refuse Your application at its sole discretion, without any explanation.
- 1.3 The Services will commence on the Commencement Date, unless otherwise agreed.
- 1.4 If the Particulars state that this Agreement is for a fixed period then this Agreement will continue until at least the Expiry Date and then until it is terminated in accordance with clause 12 of this Agreement. If neither party terminates this Agreement immediately following the Expiry Date then Cloud will continue to provide the Service to You on a month-to-month basis in accordance with this Agreement until the Service is cancelled in accordance with clause 12 of this Agreement.
- 1.5 If the Particulars state that this Agreement is for a non-fixed period then this Agreement will continue until it is terminated in accordance with clause 12 of this Agreement.

2. USE OF SERVICE

- 2.1 You acknowledge that You will undertake to use this Service in accordance with this Agreement, at the agreed Location(s).
- 2.2 You acknowledge and agree that You have assessed this Agreement, the Service and any third party licenses and determined on Your own volition and in Your own judgment that is suitable for Your intended purpose.
- 2.3 You acknowledge that Cloud provides advice, and solution architecture and design, however You are solely responsible for validating its suitability.
- 2.4 Cloud may enter into third party agreements as part of the Cloud Solution or Services. You acknowledge that Your obligations under Clause 4 apply in relation to any third party agreement entered into by Cloud on Your behalf.
- 2.5 You acknowledge and agree that third party providers issue their own terms and conditions and You are responsible for understanding and complying with them.

3. INTERRUPTIONS & DELAYS

- 3.1 You must notify Cloud if You become aware of any interruption or failure of the Service.
- 3.2 Cloud is not liable to You for any delay in the rectification of a Service which is outside of its control.
- 3.3 Whilst all reasonable efforts are taken by Cloud to avoid any loss of information, Cloud does not accept any responsibility for any loss of information You may incur while using the Service.

- 3.4 You must install and maintain reasonable systems to back up your information while using the Service.

4. CUSTOMER'S OBLIGATIONS

- 4.1 You agree to co-operate with any reasonable direction of Cloud in order to allow Cloud to supply You with the Service.
- 4.2 In Your use of the Service, You agree to comply with:
 - a) all laws;
 - b) all directions by a regulator;
 - c) all notices issued by authorisation of or under law;
 - d) all of Cloud's policies notified to You; and
 - e) all reasonable directions of Cloud.
- 4.3 You acknowledge that it is Your responsibility to maintain the appropriate security while using the Service, including, but not limited to, ensuring that unauthorised access to the Service does not occur.
- 4.4 You must not use, or attempt to use, the Service:
 - a) to break any law or to infringe on any other person's rights;
 - b) to perform any act which could result in a breach of clause 4.4;
 - c) to expose Cloud to any liability; or
 - d) to interfere with, damage or interrupt the Service, the Cloud network or any supplier's network used to supply the Service.
- 4.5 Cloud may issue You with a notice to stop performing any action which may result in You breaching clause 4.4 of this Agreement.
- 4.6 You agree to immediately comply with any notice issued by Cloud pursuant to clause 4.5 of this Agreement.
- 4.7 You must immediately notify Cloud of any suspected fault or issue with the Service and provide all reasonable assistance to ensure rectification of the fault or issue.
- 4.8 You agree to indemnify and hold indemnified Cloud and its suppliers from any liability incurred as a result of Your breach of this Agreement.
- 4.9 You agree that Cloud may monitor Your use of the Service and any communications sent over it for the purposes of ensuring compliance with this Agreement and may, but is not required to, notify You of any unusual use of Your Service or suspend the Service in the case of an unusually high use of the Service.
- 4.10 You must ensure that any person that You allow to use the Service complies with this Agreement as if they were You.
- 4.11 You must do all things reasonably necessary, and supply Cloud in a timely fashion with all materials reasonably required, and licenses, in order for us to perform the Services on time, including, without limitation supplying document and letter templates,

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access to required systems and personnel, copy, photographs and other visual or audio-visual material, and if required, performing sub-editing and copywriting.

4.12 You unconditionally consent to Cloud's use of Your name, logo, screenshots of the Cloud Solution and information about the service provided by Cloud to You (including an indication of project value) to the public (including publishing material on our website, brochures, emails and social networks), for the purpose of advertising and promoting those services provided by Cloud. You may withdraw Your consent to our use of this at any time by notifying us in writing, and we will use reasonable endeavours to remove the information from all places in which it has been made available to the public as quickly as possible.

5. CLOUD'S RESPONSIBILITIES

5.1 Cloud warrants that:

- a) all Services provided will be carried out with due skill and care, and in accordance with all applicable legislation and regulations;
- b) it will ensure that its representatives will, in carrying out the Service, and in respect of any personal information collected, used or managed in connection with the Service, comply with all applicable privacy obligations under any law or legislation, including without limitation, the Privacy Act 1988 (Cth).

6. CHARGES AND PAYMENT

- 6.1 You agree that You must pay the Fees and any other fees and charges set out in this Agreement by the method and at the required frequency for payment as set out in the Particulars.
- 6.2 If Your credit card or direct debit payment is declined for any reason, Cloud may charge You a dishonor fee of \$10.00 in addition to any other dishonor fees charged by Your financial institution. Cloud charges \$40.00 for processing cheques.
- 6.3 If your account is overdue, Cloud may charge You \$50.00 per week as an administration fee to cover the cost of pursuing payment.
- 6.4 Cloud reserves the right to vary its rates, the frequency of the rates, and the time periods in which they need to be paid by giving You 30 days' prior written notice.
- 6.5 If You fail to pay a fee for the Service, on or prior to the due date for payment then Cloud reserves its right, at its own discretion, to do any one or more of the following:
 - a) charge interest at a rate of rate of 10% per annum, compounding on the last day of each month on any outstanding amount for the time the amount remains unpaid;

- b) suspend the Service until full payment has been made by You;
- c) require You to pay Your fees in advance for future billing periods;
- d) engage an agent to recover the payment and charge You a recovery fee; and / or
- e) initiate legal proceedings against You to recover the money You owe Cloud as well as any associated legal costs (on a full indemnity basis).

- 6.6 Cloud will provide You with invoices prior to the required due date for payment.
- 6.7 If You notify Cloud that You intend to transfer the Service to another supplier, You must pay any and all amounts owing on all of Your accounts in full, before Cloud will assist in this transition.
- 6.8 You must pay all fees and charges which are incurred under this Agreement even if You did not authorise the use of the Service or were at any time during the billing period, unable to fully access the Service.
- 6.9 Cloud may, in its discretion, charge a Rush Rate in circumstances where You have requested services urgently, as specified in Schedule 3. If Cloud elects to quote and charge the Rush Rate, You must pay the Rush Rate in addition to any other Fees and Disbursements payable to Cloud in relation to Services.
- 6.10 Cloud carefully schedules all Services for optimum efficiency and productivity. Unexpected delays or extensions can result in scheduling conflicts, and overstaffing during delay periods resulting in unaccounted costs to Cloud. Without limiting our rights under this Agreement, if because of Your actions or omissions we are unable to complete any Services, or Project Work is delayed, or if You instruct us to cease or postpone any work, then in addition to invoicing it for time expended, work already performed and Disbursements incurred, Cloud may charge Extension/Delay Fees to compensate for its costs and losses, as specified in Schedule 3.
- 6.11 If You don't schedule Cloud to commence work, or You suspend work and all communication with Cloud for 1 month or longer, Cloud reserves the right to charge a restart fee.
- 6.12 The Customer must pay to Cloud the cost of any third party agreement of which Cloud are a reseller for the Term as outlined in the Agreement. This Clause survives the termination of this Agreement.
- 6.13 If our personnel are required to travel to provide the Service, You must pay for those travel expenses. Where requested, Cloud will provide You with an estimate of the travel costs prior to incurring such costs, however your liability to pay Cloud for the

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standard travel costs is not affected if Cloud does not provide an estimate. Cloud's general policy for travel is to use the following services, and further details are contained in Schedule 2:

- a) Transport: Ride Share services preferred, otherwise Taxi;
- b) Accommodation: Mercure 3 star hotels or equivalent;
- c) Flights: The cheapest flight which meets the schedule, excluding low cost carriers; and
- d) Meals: \$70.00 per day allowance.

7. COMPLAINTS AND DISPUTES

- 7.1 You may notify Cloud of any complaints with the Service or disputes about an invoice in writing or by calling Cloud.
- 7.2 All complaints will be dealt with by Cloud in accordance with its complaints policy. You can make a request to Cloud for a copy of the complaints policy.
- 7.3 You acknowledge that unless we otherwise agree, You must pay the undisputed amount on a disputed invoice in full by its due date, irrespective of your notification.
- 7.4 Cloud will conduct a reasonable investigation into the amount of an invoice You specifically dispute to determine if You are entitled to a refund for overpayment, on the condition that You provide evidence that supports your dispute.
- 7.5 Once the investigation has been completed, Cloud will either:
 - a) credit Your account for any overpayment on the disputed invoice; or
 - b) You will pay any outstanding amount, including interest, that has accrued on the original due date for the payment.
- 7.6 Cloud reserves its right to charge You for any third-party professional fees involved in the investigation of the disputed amount in the event that invoiced charges are found to be correctly invoiced charges and payable by You.
- 7.7 It is mutually agreed that if a dispute arises (including a breach or an alleged breach) under the Agreement then the party disputing the issue must provide the other party with written notice of the nature and details of the dispute. If the dispute is not resolved at an operational level or is sufficiently serious that it cannot be resolved at the operational level, the parties must use reasonable endeavours to agree upon a resolution. The parties acknowledge that it is in their respective interests to resolve disputes at this level.
- 7.8 Should Cloud and You be unable to resolve the dispute, the matter must be submitted to mediation for resolution with the cost of mediation to be borne

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equally between the parties. The Singapore Law Society will appoint a mediator if the parties cannot agree upon a mediator within 30 days from the dispute being raised.

- 7.9 In the event of a dispute between Cloud and You, You agree to continue to pay Cloud for all costs as they fall due without any set-off whatsoever.

8. LIABILITY

- 8.1 Whilst Cloud will take all reasonable steps to avoid delays or faults, it does not warrant that the Service will be uninterrupted and free of delays or faults.
- 8.2 You are liable to Cloud for any breach of this Agreement that causes loss or damage to Cloud.
- 8.3 Cloud is not in any way liable to You or any other user (whether in contract or tort). You must keep Cloud fully indemnified against any loss or damage incurred in connection with any claim against Cloud by anyone in relation to the use of attempted use of the Service.
- 8.4 Nothing in this Agreement seeks to limit any rights You may have under any legislation.
- 8.5 To the maximum extent permitted by law, Cloud limits its liability to You, including professional liability, to re-supplying, or refunding amounts paid by You for the Service.

9. PRIVACY AND PERSONAL INFORMATION

- 9.1 Cloud may collect, use and disclose personal information that You, Your customers or Your employees provide for the purposes of optimally supplying the Service, or as may be required under any applicable statutory legislation, guidelines, codes, rules or decisions passed by any government agency or regulatory body relating to the Service.
- 9.2 Cloud may use any information collected from You for the purpose of:
 - a) assessing whether to provide or suspend any personal credit, the Service of the products and services of related entities of Cloud;
 - b) invoicing and account management;
 - c) planning and product and service development; and
 - d) providing You with information about promotions or new products or service offerings of Cloud or its related entities.
- 9.3 Cloud may provide information collected from You to:
 - a) a credit reporting agency or credit provider;
 - b) a related entity of Cloud;
 - c) Cloud's agents, contractors, mercantile agents or debt recovery service providers; and
 - d) Suppliers of Cloud where necessary to provide the Service to You.
- 9.4 You acknowledge that Cloud may be permitted or required to provide Your personal information to

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other third parties or law enforcement agencies or government bodies.

- 9.5 You may request that Cloud only sends You information that is account or legal related, where after Cloud will cease other communications with You.
- 9.6 If You are an individual and except where Cloud may legally refuse such request, You may gain access to Your personal information kept by Cloud and request any correction to that personal information.

10. NOTICES

- 10.1 Any notice, invoice or other document, which may be provided to You under the Agreement, is taken to have been served to You when sent by e-mail, post or fax to the contact information You provide to Cloud.
- 10.2 You must notify Cloud of any change in address, e-mail address, phone number, or other associated contact information as soon as practicable after the change.
- 10.3 You must notify Cloud of any change in ownership or control of your organisation as soon as practicable.
- 10.4 You must select a project manager from your organisation to work with Cloud and notify Cloud if the selected person changes.

11. FORCE MAJEURE

- 11.1 Neither party is held to be in breach of the Agreement or otherwise liable for any damage or loss occurs suffered by the other party that is caused by an event that is outside the reasonable control of the first party, including, but not limited to, war, sabotage, acts of terrorism, riot, acts or omissions of God, flood, lightning, fire, trade or labour disputes, failure or shortage of power supplies, or computer viruses.

12. CANCELLATION OF AGREEMENT

- 12.1 Unless the Particulars state that this Agreement is for a fixed period and that fixed period has not yet expired, either party may request for the Service to be cancelled upon 30 days' notice to the other party.
- 12.2 Upon cancellation of the Agreement, You agree to pay any fees that remain outstanding on Your account at the date of cancellation, in addition to any costs incurred for any work already completed by Cloud for the provision of the expected continued use of the Service, and any disbursements made to third parties for the provision of the expected continued use of the Service.
- 12.3 If Cloud applied a discount to your fee in exchange for an extended Agreement duration, that discount is withdrawn and the price difference is payable by You to Cloud immediately.

- 12.4 You agree to pay Cloud a cancellation fee if you cancel the Agreement during any fixed period, as specified in Schedule 3.
- 12.5 Without prejudice to Cloud's rights under the Agreement, it may terminate the Agreement immediately upon written notice to You if:
- You breach any term or obligation under the Agreement and fail to remedy the breach within fourteen (14) days of notice to remedy the breach;
 - A receiver, manager, liquidator or provisional liquidator is appointed in respect of You;
 - You become insolvent or bankrupt;
 - You assign your rights under this Agreement except as permitted in this Agreement;
 - There is a material change in Your ownership or control, except as permitted in this Agreement;
 - A competitor or related entity of Cloud acquires You;
 - The service is suspended by Cloud for more than fourteen (14) days;
 - Cloud suspects fraud or other illegal activity;
 - Cloud is required to do so to comply with an order; or
 - There is an emergency.

- 12.6 If You notify Cloud of Your intention to relocate to a new location where the Service cannot be reasonably provided by Cloud, then Cloud may terminate this Agreement from the date of Your intended relocation as notified by You;

- 12.7 Upon termination of this Agreement, You must return to Cloud:
- All property of Cloud; and
 - All confidential information and all copies of confidential information related to Cloud or the Service;
- in your possession or control.

- 12.8 If You do not comply with 12.7 within five (5) business days of the cancellation of the Agreement, Cloud may charge You a fee for that property which You must pay within seven (7) days of invoice by Cloud.

13. CANCELLATION OF APPOINTMENTS

You agree to pay Cloud a cancellation fee if you cancel an appointment as specified in Schedule 3.

14. RELOCATION

- 14.1 You must inform Cloud if you intend to relocate to new premises during the period of this Agreement by giving it fourteen (14) days' prior written notice.
- 14.2 If, during the period of this Agreement, You intend relocate to a new location, Cloud will assess the new location to determine whether the Service can be redeployed there.

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14.3 If, after the assessment referred to in clause 14.2 Cloud determines that the Service cannot be reasonably redeployed, it may exercise its right to terminate this Agreement.

14.4 Cloud may charge You for any costs directly or indirectly related to the redeployment of the Service at a new location, including travel costs for which Cloud will provide You with an estimate.

15. ASSIGNMENT

15.1 You must not sell or assign or attempt to sell or assign any right or obligation under the Agreement, without the written consent of Cloud.

15.2 Cloud may assign all or any of its rights and obligations under the Agreement at any time without providing You with written notice.

16. PROJECT CUSTOMER RESPONSIBILITIES

16.1 The Project Mode of engagement is designed for customers to engage Cloud to deliver a fixed cost, specific project with a beginning and end, at which point the solution is handed over to the customer to manage.

16.2 Where appropriate, Cloud will provide a list of project Stages to be completed by Cloud. On completion of certain Stages, Cloud may supply approval documents for Sign Off by You (or your pre-agreed signatory) or request Customer Participation within a defined period.

16.3 If You do not advise Cloud as defined in the Scope Documentation, Your approval will be deemed to have been received and Cloud may continue with all work in accordance with the Project Schedule and Stages as set out in the Scope Documentation and will be entitled to charge the relevant Fees and Disbursements to it.

16.4 Customer Participation is to be provided accordance with the Customer Feedback Period and Customer Use Acceptance Testing phases for Projects and as agreed between the parties in writing.

16.5 You acknowledge that the Final Deliverable Acceptance Testing must accord with the user stories provided to Cloud as provided during project initiation, and take no more than 2 weeks and be reported using the reporting tool provided by Cloud.

16.6 No other consultants or third parties are permitted to work on the same system at the same time as Cloud.

16.7 You must ensure that a suitably qualified representative or project manager appointed and is available to interface with Cloud during any Project with 2 hours' notice.

16.8 You must notify Cloud of any errors at the earliest opportunity and before any other Sign Off, including Sign-Off with third parties. Cloud accepts no responsibility for errors that it detects after any

Customer Participation period, Sign Off stage, or Project Closure Date, nor for any loss or damage of any kind (including legal fees and expenses on any basis) which it or any third party may suffer or incur as a result, arising from or incidental to any error, defect or fault not being detected, or as a result of changes requested or required by it after any relevant Sign-Off stage, Customer Participation period or Project Closure Date.

16.9 Projects progress in Stages, with the completion of one Stage before the commencement of the next. Once a Stage of the Project has been deployed, and work has commenced on the next Stage, that previous Stage is deemed to be complete. By proceeding with the next Stage, You warrant to Cloud that the previous stage is validated.

16.10 During development of the Cloud Solution the Customer agrees to not allow any modifications to hardware, software or configuration to occur (other than those made or approved by Cloud). Cloud is not responsible for any subsequent delays, defects or unintended operation of the Cloud Solution as a result of unapproved modification. Any impact as a result of unapproved use or modification will be treated as a Variation to any project engagement, and will attract additional costs.

16.11 You are responsible for maintaining confidentiality of log-in information required for access to the Cloud Solution (or any part or component thereof) and such information must not be disclosed by it or any User provided access. You are responsible for passing these obligations on to Your Users.

16.12 In the event that the Customer's requirements change during the course of Cloud's engagement after an approval document has been signed-off by it or your pre-agreed signatory, including Scope Documentation, this will be considered to be a Variation where it is not within the project scope as defined in the Scope Documentation.

16.13 Any requests for changes or variations after Sign-Off may render previous estimates, Stages, deliverables and dates for their completion inaccurate and without limiting Cloud's rights, Cloud may provide a revised Fee estimate, and if You do not accept it, Cloud may suspend work, terminate the Agreement and issue an invoice for payment for services rendered in accordance with these Standard Terms and Conditions.

16.14 You acknowledge that Cloud's scope of the engagement does not include designing businesses processes, which must exist before any Project starts.

17. COLLABORATION CUSTOMER RESPONSIBILITIES

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- 17.1 The Collaborative Mode of engagement suits Customers that expect the scope of work to vary continuously, and provides an option for Customers to purchase the professional work hours of Cloud's personnel, to allocate as required. Personnel include a variety of skilled personnel as specified but not limited to the list provided in Schedule 1 which are charged at different rates.
- 17.2 Cloud will endeavour to provide You with an accurate estimate of the hours required from particular categories of personnel to achieve a particular outcome, however Cloud does not warrant that such outcomes will be achieved by such recommendation.
- 17.3 Cloud will endeavour to make its personnel available for the time and duration requested, however Cloud cannot guarantee availability.
- 17.4 Cloud reserves the right to select and change the personnel that are allocated to a Customer's engagement and the customer has no recourse against Cloud with respect to selections.
- 17.5 Cloud may require an upfront payment from the Client to cover losses in the event of unexpected cancellations, and to fund the costs of providing its personnel, but is generally invoiced in accordance with the fees specified in Schedule 3.
- 17.6 Notwithstanding any other term of the Agreement, You acknowledge that Cloud may recommend a category of personnel and a number of work hours to achieve Your desired outcome, however Cloud does not warrant that such outcome will be achieved and makes no guarantees as to work Stages or outcomes which may result because You followed such recommendations.
- 17.7 If extra work is required to achieve a particular outcome, Cloud will notify You before commencing the extra work.

18. RELATIONSHIP OF THE PARTIES

- 18.1 The parties agree that Cloud is not an employee or agent of You and this Agreement must not be interpreted to give rise to a relationship of principal and agent or employer and employee.

19. INVALIDITY

- 19.1 If any provision of these Terms are invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

20. CONFIDENTIAL AGREEMENT

- 20.1 The terms of this Agreement and all negotiations between the parties relating to the subject matter of this Agreement are confidential and the parties agree to keep the terms of this Agreement confidential.

21. GOVERNING LAW

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- 21.1 This Agreement is governed by the laws of Singapore.

22. AMENDMENTS TO THE AGREEMENT

- 22.1 Except as provided in clause 22.3, this Agreement may only be varied by prior written agreement signed by both parties, or by exchange of written e-mails, where both parties clearly agree on what is to be amended and the date on and from which the amendment will apply.
- 22.2 Variations to the Agreement may result in additional fees.
- 22.3 Cloud may vary any part of this Agreement without Your consent provided it complies with all applicable laws, rules and regulations in doing so, including providing You with applicable notice.
- 22.4 Unless expressly permitted in this Agreement, You may not make any changes to this Agreement without Cloud's prior written consent.

23. INTELLECTUAL PROPERTY

- 23.1 Cloud owns all material (including intellectual property rights) developed by Cloud or Cloud representatives.
- 23.2 You must not infringe any third party's intellectual property rights in using the Service.
- 23.3 Where any licensed, copyrighted works or artistic works are provided by You, You must provide Cloud with a key-line credit or production credit on all such material as soon as is practicable to do so upon Cloud's request and at all times warrant to Cloud that it owns, are authorised or are otherwise licensed to use such works including their inclusion in any further works or compilation.
- 23.4 You warrant that You are entitled to use, and to authorise Cloud to use, all visual elements, written expressions, trademarks and other components and content that You provide to us. You are solely responsible for obtaining any permission associated with the use of such materials. The Customer indemnifies Cloud from any loss or damage of any kind (including legal fees and expenses on an indemnity basis) which Cloud may suffer as a result of any breach or representation made by it, including without limitation the warranties given by it and any of its agents.

24. NO WAIVER

- 24.1 If You breach this Agreement and Cloud does not exercise a right that Cloud has because of Your breach, Cloud does not waive that right.

25. ORDER OF PRIORITY

- In the event of any inconsistency between:
- the Particulars;
 - the Special Terms and Conditions; and
 - the Standard Terms and Conditions;
- the earlier document in this list earlier will prevail.

26. MEANING OF WORDS

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- 26.1 **Acceptance Date** means the date on which Cloud accepts Your application, as set out in the Particulars.
- 26.2 **Agreement** means the agreement between You and Cloud for the provision of the Service, which is comprised of the Particulars, the Special Terms and Conditions and the Standard Terms and Conditions.
- 26.3 **Authorised Person** means the person nominated by you in the Particulars with whom you consent for Us to liaise with on Your behalf.
- 26.4 **Commencement Date** means the date that the first hour of work is performed by Cloud for You.
- 26.5 **Cloud** means Cloud Industry Group Pte Ltd RN 201723396W.
- 26.6 **Cloud Solution** means the tailored proposal of services, hardware and software contained in the Particulars.
- 26.7 **Disbursements** means payments by Cloud to third parties for products and services purchased on your behalf.
- 26.8 **Employee** means a person, who is an employee, agent, contractor or other representative of You.
- 26.9 **End User** means an individual or entity:
- a) to whom You ask Cloud to directly supply the Service;
 - b) to whom You lawfully re-supply the Service or allow to distribute the Service;
 - c) who You allow to use the Service; or
 - d) to whom You supply any goods or services which use or rely on the Service.
- 26.10 **Equipment** means any equipment noted in the Particulars, necessary to provide the Service.
- 26.11 **Expiry Date** means the contract expiry date stated in the Particulars (if any).
- 26.12 **Fees** means the agreed fees payable for the Service, as set out in the Particulars.
- 26.13 **Location** means the location at which the Service will be provided, as noted in the Particulars.
- 26.14 **Maintenance** means complimentary tasks by Cloud to assist You or Users to adapt to the Service or Cloud Solution, not a result of any failure, within the first 30 days from handover of the Service or Cloud Solution, provided at Cloud's discretion.
- 26.15 **Malfunction** means a failure of the Service or Cloud Solution.
- 26.16 **Mediation** means alternate dispute resolution, where an independent and neutral person helps you and the other parties work out the issues in dispute and come up with a solution, which each party accepts.
- 26.17 **Particulars** means the form setting out Your personal information and details of the Services.
- 26.18 **Party** means a party to this Agreement.
- 26.19 **Premises** means the locations to which Cloud supplies the Service.
- 26.20 **Project Work** means tasks performed by Cloud as part of a program which has agreed costs, timeframes and outcomes as detailed in the Particulars.
- 26.21 **Rush Rate** means an amount of money that is payable to Cloud for prioritising Your work request.
- 26.22 **Schedule** means an attached agreement to this Agreement that sets out the provision of a specific Service from Cloud to You.
- 26.23 **Service** means the service to be provided to You by Cloud as described in the Particulars and as varied from time to time by agreement between the parties in accordance with the terms of this Agreement.
- 26.24 **Standard Terms and Conditions** means these standard terms and conditions.
- 26.25 **Special Terms and Conditions** means the terms and conditions set out in the Schedule.
- 26.26 **User** means an individual within Your entity who accesses and uses the Services or Cloud Solution.
- 26.27 **Us/we** means Cloud.
- 26.28 **You/Your/Customer** means the person or organisation that signs this document and enters into an agreement with Cloud for the use of its Service and Your has a corresponding meaning.

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SCHEDULE 1

The hourly rates for our personnel, excluding GST are as follows:

Class 1

Partners/Business Consulting Service
\$400

Solution/Technical Architect/Creative Designer
\$300

Class 2

Lead Consultant \$250

Class 3

Consultant/Project Manager/Technical Consultant
\$150

Class 4

Junior Consultant/Junior Technical
Consultant/Junior Designer
\$100

SCHEDULE 2

Travel fees excluding GST are as follows:

Class 1

Business class, hotel 4-5 star Sofitel, Pullman or equivalent, allowance \$120 per day

Class 2

business class on long haul over 5hrs, economy class on short haul, Novotel, Pullman or equivalent, allowance \$100 per day

Class 3,4

Premium economy on long haul, economy class on short haul, Mercure or equivalent, allowance \$70 per day

SCHEDULE 3

The cancellation and delay fees, excluding GST are as follows:

Extension/Delay

\$300 per day

Rush Rate

2 x the usual applicable rate

Project Cancellation fee

(without cause, post commencement)
80% of the remaining project cost

Appointment Cancellation fee

Cancellations made at least 7 days prior to the first booked day of work attract no cancellation fee.

Cancellations made between 2 and 7 days prior to the first booked day of work attract a 50% cancellation fee.

Cancellations made between within 2 days prior to the first booked day of work attract a 100% cancellation fee.

In this document, all references to dollars mean American Dollars.

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