

General conditions for the provision of services

1. Provision of Services

The Supplier must provide the Services to Simpro in accordance with the Agreement, and must:

- (a) provide the Services in accordance with the dates for delivery specified in the Work Order or as otherwise agreed in writing between the parties;
- (b) provide the Services in a proper, timely and efficient manner using that standard of care, skill, diligence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services; and
- (c) act in good faith and in the best interests of Simpro in relation to the Services.

2. Price for the Services

The Rates or Fees applicable to the Services are as set out in the Work Order and are fixed unless amended in accordance with clause 12. Expenses may only be charged if agreed in advance by Simpro.

3. Cancellation

- (a) Simpro may cancel the Services at any time by giving written notice to the Supplier who must, on receipt, immediately cease all work and take appropriate action to mitigate any loss or prevent further costs being incurred with respect to the Services.
- (b) Simpro must pay all reasonable amounts due in accordance with clause 2 for work performed by the Supplier up until the date of cancellation (but not any loss of prospective profits).

4. Invoicing and payment

- (a) The Supplier must submit to Simpro a tax invoice in respect of the Services once they are completed (or at any time agreed in the Work Order). A tax invoice submitted for payment must contain the information necessary to be a tax invoice, together with such other information as Simpro may reasonably require. Invoices must be sent to the address specified in the Work Order.

(b) Simpro will pay the invoiced amount within 30 days of receipt of a compliant invoice. If Simpro disputes the invoiced amount, it will pay the undisputed amount (if any) and notify the Supplier of the dispute. The parties will endeavour to resolve any such dispute as expediently as possible.

(c) Payment of an invoice does not, in itself, constitute acceptance of the Services in accordance with the Agreement.

5. Failure to perform

(a) Without limiting any other available remedy, if the Supplier fails to provide any of the Services in accordance with the Agreement, Simpro will not be required to pay for those Services. Simpro may require the Supplier to remedy any default or re-perform the Services within the time specified in a notice issued to the Supplier by Simpro (which must be reasonable having regard to the nature of the Services).

(b) If the default referred to in clause 5(a) is not capable of being remedied, or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, Simpro may either have the Services remedied or re-performed by a third party or do so itself. In either case, the Supplier must pay Simpro's reasonable costs incurred.

6. Intellectual Property Rights

(a) Subject to clause 6(c), all Contract Intellectual Property vests in and is the property of Simpro from the time of its creation. The Supplier irrevocably and unconditionally assigns to Simpro, free of additional charge, all of its right, title and interest in and to the Contract Intellectual Property. The Supplier must sign all documents and do all things reasonably required to ensure that such assignment is effected.

(b) The Supplier warrants that it has, or will procure from all relevant persons who are authors or makers of any Contract Intellectual Property, a written assignment of all Intellectual Property Rights of such persons in the Contract Intellectual Property as necessary to give effect to clause 6(a) and a written consent from all individuals involved irrevocably consenting to Simpro exercising its rights in the Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals.

(c) All Background Intellectual Property used by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property remains the property of the Supplier or its licensors. However, the Supplier hereby irrevocably and unconditionally grants to Simpro, free of additional charge, a non-exclusive, worldwide licence to use any Background Intellectual Property to the extent that it forms part of or is integral to any works or other items created by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property.

7. Warranties

The Supplier warrants to Simpro that:

- (a) where Simpro has, either expressly or by implication, made known to the Supplier any particular purpose for which the Services are required, the Services will be performed in such a way as to achieve that result;
- (b) it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Services; and
- (c) it is entitled to grant the rights specified in clause 6.

8. Liability

The Supplier indemnifies Simpro and each of its employees and agents against any loss, damage, claim, action or expense (including legal expense) which any of them suffers as a direct result of any failure by the Supplier to provide the Services in accordance with these Conditions or any other breach of the Agreement.

9. Confidentiality

The Supplier and its employees, agents, directors, partners, shareholders and consultants must not disclose or otherwise make available any Confidential Information to any other person.

10. Access

- (a) When entering the premises of Simpro, the Supplier must and must ensure that its employees, agents and sub-contractors use reasonable endeavours to protect people and property, prevent nuisance and act in a safe and lawful manner and comply with the safety standards and policies of Simpro (as notified to the Supplier).

(b) The Supplier acknowledges that if it (or any of its employees, agents and sub-contractors) enters Simpro's premises, it does so at the Supplier's own risk.

11. Sub-contracting

(a) The Supplier must not sub-contract to any third person any of its obligations in relation to the Services without the prior written consent of Simpro (which may be given or withheld in its absolute discretion).

(b) The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.

12. Variation

The nature of the Services, any dates for delivery, applicable Rates or Fees or any other detail of the Work Order may only be varied in writing signed by the Supplier and Simpro.

13. General

(a) The Supplier must, in the provision of the Services, comply with all applicable laws.

(b) The Supplier must use all commercially reasonable efforts to ensure no Modern Slavery is involved in the provision of the Services.

(c) The Agreement is governed by and is to be construed in accordance with the laws applicable in Queensland, Australia. Each party irrevocably and unconditionally submits to the jurisdiction of the courts of Queensland.

(d) Time is of the essence in relation to the provision of the Services.

14. Interpretation

In these Conditions, unless the context otherwise requires:

Agreement means the agreement for the provision of the Services of which these Conditions and the Work Order form part.



General conditions for the provision of services

Background Intellectual Property means any and all Intellectual Property Rights in any works, items or systems which are the property of the Supplier and which: (a) existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services; or (b) were created independently of the Services.

Conditions means these general conditions for the provision of services.

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in anyway related to, Simpro or its affiliates, which is by its nature confidential, including any information designated by Simpro as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information:

(a) which is in or which subsequently enters the public domain other than as a result of a breach of these Conditions; or

(b) which the Supplier can demonstrate was:

(i) in its possession prior to the date of the Agreement; or

(ii) independently developed by the Supplier; or

(iii) lawfully obtained by the Supplier from another person entitled to disclose such information.

Contract Intellectual Property means any and all Intellectual Property Rights in any works, items or systems created in performance of the Services.

Fees mean the fixed amount payable to the Supplier for the provision of the Services.

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Modern Slavery means any form of coercion, threats force or deception used to exploit any person and undermine or deprive them of freedom (eg human trafficking, slavery, servitude, child labour, forced marriage or debt bondage).

Rates means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Supplier for the provision of the Services.

Simpro means Simpro Software Pty Ltd (ACN 121 998 945).

Services means the services (or any of them) specified in the Work Order.



General conditions for the provision of services

Supplier means the person supplying the Services under these Conditions.

Work Order means any written form of order or acknowledgment from Simpro for the provision of the Services which incorporates these Conditions.