



STANDARD TERMS AND CONDITIONS

EFFECTIVE 1 AUGUST 2023

DOJO SOLUTIONS PTY. LTD.
148 Oaka Lane, South Gladstone, Qld 4680
ABN: 60 628 400 028 | ACN: 628 400 028



STANDARD TERMS AND CONDITIONS

1.0 STANDARD TERMS AND CONDITIONS

1.1 DEFINITIONS

Agreement is contained in the Contract Documents.

Agreement Acceptance means that the authorised signature of the *Client* is accepting the *Contractors* Scope of Work and Standard Terms and Conditions of the *Agreement*

AUD refers to the Australian Dollar

Client refers to the entity addressed to in the *Contract Documents*.

Contract Documents mean the Scope of Works, Dojo Standard Terms and Conditions and the Agreement Acceptance.

Contractor refers to Dojo Solutions PTY LTD authorised personnel.

Equipment refers to IT devices such as computer, tablet, as well as infrastructure such as modems, routers, network switches, Wi-Fi access points and peripherals such as projectors, displays, keyboards, mice and the like or other associated equipment.

Fees are listed excluding GST.

GST means the goods and services tax imposed by the Australian Government.

Party/Parties means a party to the Agreement.

Scope of Work means the scope as agreed between the Client and the Contractor including agreed specifications.

Services refers to work performed by the Contractor.

Standard Operating Environment (SOE) means a suite of applications and other software installed on multiple computers to provide a consistent user experience.

1.2 PAYMENTS

Except as otherwise provided in this *Agreement*, all monetary amounts referred to in this *Agreement* are in AUD (Australian Dollars). The *Fees* stated do not include GST, or other applicable duties as may be required by law. Any GST and duties required by law will be charged to the *Client* in addition to the *Fees*.

Invoices submitted by the *Contractor* to the *Client* are due for payment within 30 days of the invoice date. Any late payments will trigger a fee of 5.00% per month on the amount still owing.

1.3 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property developed by the *Contractor* is owned by the *Contractor*. The *Client* may not use the Intellectual Property without the

written consent of the *Contractor*. The *Client* will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property. The *Client* may not use the Intellectual Property for any purpose other than that contracted for in this *Agreement* except with the written consent of the *Contractor*. The *Client* will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

Trade Secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the *Client*, which are secret and proprietary to the *Client*, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the *Client*. All 'tools of the trade' created, or pre-existing is the sole property of the *Contractor* and the *Client* will be granted a non-exclusive license that requires no further payment, is irrevocable, and is able to be sub-licensed.

Patents are set of exclusive rights that a sovereign state grants an inventor or their assignee in exchange for public disclosure of their inventions. Patents are issued for certain lengths of time that depend on national laws. To receive a patent, an inventor needs to file a claim that meets the minimum requirements of patentability. These requirements often include originality and non-obviousness. Once a patent is granted, it prevents others from using, selling, manufacturing or distributing the inventions without express permissions, under this *Agreement* all Patents filed by Dojo Solutions PTY LTD remain the sole property of the *Contractor*.

The *Contractor* agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the *Contractor* has obtained, except as authorised by the *Client* or as required by law. The obligations of confidentiality will apply during the term of this *Agreement* and will survive indefinitely upon termination of this *Agreement*.

If the *Client* wishes to use content, images or other of our intellectual property, the *Client* shall submit a request to the *Contractor* at the following email address: accounts@dojosolutions.com.au



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1.4 INFORMATION COLLECTION BY THE CONTRACTOR

Use of information the *Client* has provided the *Contractor*, or that the *Contractor* has collected and retained relating to the *Clients* use of the *Services* provided, is governed by Clause 1.9 CONFIDENTIALITY within this *Agreement*.

1.5 INDEPENDENT CONTRACTOR

In providing *Services* under this *Agreement*, it is expressly agreed that the *Contractor* is acting as an independent contractor and not as an employee of the *Client*. The *Contractor* and the *Client* acknowledge that this *Agreement* does not create a partnership or joint venture between them and is exclusively a contract for specified services.

The *Contractor* is responsible for paying any Superannuation Guarantee contributions that may be required in relation to the work performed by the *Contractor* or by employees of the *Contractor*.

1.6 FORCE MAJEURE

If the occurrence of a Force Majeure prevents or is likely to prevent the supply of Equipment or *Services* within the agreed time frame, the *Contractor* will not be liable for any failure to fulfil or any delay in fulfilling any obligation arising under this agreement if the failure of delay has been caused directly or indirectly by any act of God, war or other civil commotion, strikes, lockouts, stoppages and restraints of labour, breakdown of machinery, inability to obtain raw materials or fuel, fire, explosion, any government action or any other cause beyond the *Contractor's* reasonable control.

1.7 GOVERNING LAW

This *Agreement* are governed by and construed in accordance with the laws of Queensland, Australia. Any disputes concerning this *Agreement* are to be resolved by the courts having jurisdiction in Queensland, Australia.

The *Contractor* retains the right to bring proceedings against the *Client* for breach of these Terms and Conditions, in Australia or any other appropriate country or jurisdiction.

1.8 LIABILITY AND INDEMNIFICATION

The *Client* agrees to indemnify the *Contractor* and hold the *Contractor* harmless from and against any and all liabilities or expenses arising from or in any way related to the use of the *Services* and Equipment provided by the *Contractor*, including any liability or expense arising from all claims,

losses, damages (actual and consequential), suits, judgements, litigation costs and solicitor's fees of every kind and nature incurred by the *Client* or any third parties through the *Client*. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law.

This indemnification will survive the termination of this *Agreement*.

The *Client* acknowledges and agrees that, to the extent permitted by law, the *Contractor* has no liability in contract, tort (including negligence or breach of statutory duty), by statute or otherwise for loss or damage (whether direct or indirect) of profits, opportunity, revenue, good will, bargain, production, contracts, business or anticipated savings, corruption, or destruction of data or for any indirect, special, or consequential loss or damage whatsoever.

1.9 CONFIDENTIALITY

All personal information the *Client* gives to the *Contractor* will be dealt with in a confidential manner. Each Party agrees to keep, and ensure its employees keep confidential the terms of this *Agreement*, along with any information supplied by the other party, except where disclosure is required by law or the information was in the first mentioned party's control before receiving it from the other party or the information becomes generally known to the public otherwise than by the first mentioned party's disclosure of it in breach of this *Agreement*. The obligations of the parties in this clause survives the termination of this *Agreement*.

1.10 WARRANTY

The *Contractor* warrants that the equipment at delivery will be free on any mortgage, lien, encumbrance or any other third party interests. Will be free of any defects in design, performance, workmanship or make up and will be of good and merchantable quality. All Equipment will be fit for use for the purpose expressed or implied in the Scope of Work or for which the equipment of the same kind is commonly supplied or purchased. All equipment supplied will comply with their description.