Master Services Agreement

Parties:

|  |  |  |  |
| --- | --- | --- | --- |
| Agility Automation  (our, we, us) | Name: | Agility Automation Pty Ltd | **ABN:** 32 624 733 491 |
| Address: | Coworking Hub Ryde, Level 2/109-129 Blaxland Rd, Ryde NSW 2112 | |
| Email | [*insert*] | |
| Phone: | (02) 8001 6573 | |

|  |  |  |  |
| --- | --- | --- | --- |
| Customer  (you, your) | Name: | *[insert]* | **ABN**: [insert if applicable] |
| Address: | *[insert]* | |
| Email | *[insert]* | |
| Phone: | *[insert]* | |

By signing below, the parties agree to the terms and conditions and any annexed schedules, (collectively, “**this agreement”**).

**Executed** as an agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| **Signed** for and on behalf of **Agility Automation Pty Ltd ACN 624 733 491** by a duly authorised person: | | |
|  |  |  |
| Signature of authorised person |  | Full name of authorised person |

|  |  |  |
| --- | --- | --- |
| **Signed** for and on behalf of the Customer by a duly authorised person: | | |
|  |  |  |
| Signature of authorised person |  | Full name of authorised person |

TERMS AND CONDITIONS

1. HOW TO READ THIS AGREEMENT
   1. MEANING OF CAPITALISED WORDS AND PHRASES
      1. Capitalised words and phrases used in these terms and conditions have the meaning given:
         1. to that word or phrase in the Statement of Work;
         2. by the words immediately preceding any bolded and bracketed word(s) or phrase(s); or
         3. in the definitions in clause 26 of this agreement.
   2. ORDER OF PRECEDENCE
      * 1. Subject to clause 1.2(b) and unless otherwise expressly stated, in the event of any inconsistency between these terms and conditions and the Statement of Work, these terms and conditions will prevail to the extent of such inconsistency.
        2. Any Special Conditions set out in the Statement of Work are incorporated in these terms and conditions and will replace and prevail over any other terms to the extent of any inconsistency.
   3. statement of work
      1. The parties acknowledges that this agreement, including any subsequent annexed schedules containing the Statement of Work, represents the entire understanding of the parties with respect to the Services. For the avoidance of doubt, the terms of this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
2. TERM
   * + 1. This agreement commences on the Commencement Date and will continue in effect until the later of:
          1. the final date of the Project Period set out in the Statement of Work (if any);
          2. the date all the Services and Deliverables set out in the Statement of Work have been completed; and
          3. the date all the Fees owed, or to be owed under your project have been received by us,

unless earlier terminated in accordance with clause 21 (**Term**).

* + - 1. At any time prior to the expiry of the Term, the parties may agree in writing to extend the term of this Agreement for an additional period (**Renewal Term**), in which case the operation of this Agreement will be extended for the Renewal Term.
      2. If any Services are supplied after the expiry of the Term, without the parties having entered into a replacement agreement or otherwise having expressly agreed in writing that this Agreement will not apply, the terms of this Agreement will continue to apply for those Services.

1. Service Terms
   1. General
      * 1. Agility Automation will provide the Customers with the services set out in the Statement of Work (**Services**) for the Term.
        2. Unless otherwise agreed, Agility Automation may, in its absolute discretion:
           1. not provide any part of the Services until the Customer has paid any fees or deposit payable in respect of the Services; and
           2. withhold delivery of any part of or all of the Services or suspend the Services until the Customer has paid the invoice in respect of the Services.
        3. Agility Automation will use its best efforts to provide the Services to the Customer in accordance with:
           1. any applicable Laws, rules or regulations; and
           2. any applicable industry standards.
        4. Agility Automation reserves the right to determine the choice of any third party automation tools or libraries used to create the Services and/or Deliverables (**Materials**), including any Materials which are subject to a licensing fee. If this agreement is terminated in accordance with clause 21, the Customer acknowledges and agrees that the Customer’s sublicence to any Materials may be automatically terminated in accordance with the relevant Third Party Terms, and the Customer may be liable to purchase, at its own cost, a new licence to use those Materials.
        5. The Customer may request that a particular team member work on their project and Agility Automation will utilise best efforts to allocate the requested team member to the Customer’s project. However, the Customer acknowledges that this may not always be a possibility depending on the requested team member’s availability.
        6. Agility Automation’s team consists of a diverse mix of professionals from across the world who may work in different time zones, which means that there may be occasional delays in delivering the Services due to time zone differences, internet connectivity issues, natural disasters or other unforeseen circumstances (**Disruptive Situations**). Agility Automation will use reasonable endeavours to allocate an alternative Team Member where any such Disruptive Situations arise to carry out the Services. However, if this is not possible, the Customer acknowledges and agrees that they may be a delay in the Services or Deliverables.
   2. Retainer Services
      * 1. This clause 3.2 will apply if Agility Automation is to provide the Customer with the retainer services set out in the Statement of Work (**Retainer Services**) on request from the Customer, subject to any time limitations set out in the Statement of Work (**Time Limitations**).
        2. If Agility Automation reasonably finds that the relevant time blocks provided for under the Retainer Services are insufficient for the completion of the project, then Agility Automation reserves the right to issue an invoice to the Customer for:
           1. any additional hours (set out in a minimum time block of 10 hours); or
           2. any additional hours at the Hourly Rate set out in the Statement of Work.
        3. Agility Automation reserves the right to suspend work on the Retainer Services until payment is made by the Customer.
   3. WORKFLOWS SYSTEMS
      * 1. This clause 3.3 will apply if the Services include implementing Workflows for the Customer’s organisation (**Workflows**). A Workflow is a software application that causes an automated event or series of events that occur based on a trigger.
        2. If the Services include implementing Workflows, the Customer must provide Agility Automation with a full description of the Customer’s organisation’s operations, the improvements the Customer wishes to make and any other information Agility Automation reasonably requires in order to provide these Services.
        3. While Agility Automation will make every effort to make sure Workflows function and operate as intended, the Customer agrees that:
           1. the Workflows may use third party products or services (such as Zapier or Airtable) and are subject to the terms, conditions and limitations of those third party products or services;
           2. Agility Automation cannot control or make any guarantees about the performance, security or capabilities of Workflows; and
           3. the Workflows may be subject to down-time, bugs and errors outside of Agility Automation’s control.
        4. Agility Automation will endeavour to let the Customer know of any limitations of the Workflows. However, the Customer agrees that Agility Automation will not be liable for
           1. the performance or failure of the Workflows;
           2. and any loss or damage the Customer suffers in connection with these Services.
   4. CONSULTING SERVICES
      * 1. Where the Services or Deliverables involve providing the Customer with consulting services or recommendations or reports (**Reports**), Agility Automation will provide Reports based on our experience, skills and knowledge and information the Customer has specifically provided us.
        2. It’s up to the Customer to choose whether or not to implement any Reports Agility Automation provides and, to the maximum extent permitted by law, Agility Automation won’t be liable for any loss or damage the Customer suffers in connection with its use of the Reports.
   5. INTEGRATION SERVICES
      * 1. Where the Services or Deliverables involve developing integrations between custom-built or off-the-shelf software applications (**Integrations**), Agility Automation notes that Integrations may involve third party applications over which we have no control. In particular, Integrations may be affected by:
           1. updates or changes to these third-party applications;
           2. down-time, bugs or errors in these third-party applications; or
           3. security or performance issues associated with third-party applications,

which may make the Integrations no longer usable or less effective.

* + - 1. While Agility Automation will try to suggest alternatives where Integrations become no longer usable, the Customer agrees that we won’t be liable for any loss or damage the Customer suffers in connection with the failed performance of Integrations.
  1. WEB APPS
     1. Where the Services or Deliverables involve providing web development services, including building or customising websites or online applications, (**Web Apps**) the following conditions will apply unless expressly agreed otherwise:
        1. Agility Automation reserves the right to determine the choice of programming language(s) used in the Web Apps.
        2. Agility Automation won’t be responsible for inputting text, images or other content, or creating all pages in the content management system of Web Apps.
        3. Agility Automation won’t provide any graphics for the Web Apps, and if we require the Customer to provide us with graphics, the Customer must provide us with graphic files in an editable, high resolution, vector digital format.
        4. Agility Automation will only test our websites in desktop resolution in the following web browsers: Apple Safari, Google Chrome, Microsoft Edge and Mozilla Firefox.
        5. Agility Automation won’t guarantee that any Web Apps will be mobile responsive. If we do specifically agree to provide mobile responsive Web Apps, then we’ll test only on iOS Safari and Google Chrome on Android Emulator (unless otherwise agreed).
  2. Training
     + 1. As part of the Services, Agility Automation also provides user-application training for any relevant Service or Deliverable developed specifically for the Customer’s organisation (**Training Services**).
       2. Agility Automation will use best efforts to ensure that the Training Services are carried out to reasonable industry standards and the Customer receives the necessary knowledge and skills to utilise and operate the relevant Service or Deliverable.
       3. The Training Services may be provided on-site, online or in any other format agreed between Agility Automation and the Customer.
       4. The Customer acknowledges that it is the Customer’s sole responsibility to ensure that all personnel are adequately and suitably trained in using and operating the relevant Services or Deliverables by the end of the Project Period. Accordingly, Agility Automation will not be responsible for any operational failure of the Customer or the Customer’s personnel or any resulting loss after the Project Period, and the Customer indemnifies Agility Automation for any relevant claims in accordance with clause 20.4(b).
       5. The Customer may request and receive additional training beyond what is provided for under the Training Services during the Project Period (**Additional Training**). The Customer acknowledges that a request for Additional Training will incur additional fees which will be determined solely in Agility Automation’s discretion and agrees to pay for the fees in accordance with clause 10.

1. Membership
   * 1. The following terms apply to Agility Automation’s membership service:
   1. General Retainer
      1. Agility Automation’s membership is a general retainer and does not involve any individual projects. If the Customer requires any additional projects beyond the scope of the retainer, Agility Automation will provide the Customer with an additional statement of work or quote for those projects. Agility Automation’s membership service is designed to assist the Customer with general support with our Services and platforms that are currently on Zapier.
   2. Calls
      * 1. The Customer will be provided access to a member portal which allows effortless scheduling of calls with Agility Automation’s team of automation specialists. The Customer must only schedule calls using the member portal and accordingly acknowledges that any direct calls or emails will not be entertained by Agility Automation.
        2. Calls are intended to answer basic automation support questions and are limited to a maximum of 30 minutes. They do not include developing or building any specific Workflows, Integrations or Web Apps. The Customer acknowledges that the scope of support provided by Agility Automation under the membership scope is subject to Agility Automation’s reasonable and sole discretion.
   3. Fair usage
      * 1. Agility Automation’s membership is subject to a ‘fair usage’ policy. Accordingly, the Customer agrees not to use the membership service in a way that a reasonable person would consider to be unreasonable. This includes (without limitation):
           1. expecting Agility Automation to be experts in all fields of software, coding and web development;
           2. requesting that Agility Automation build and develop Workflows, Web Apps and Integrations for the Customer’s organisation as part of the Membership;
           3. requesting that Agility Automation share zaps, templates or Workflows;
           4. asking questions which relate to code or scripting;
           5. requiring Agility Automation to access the Customer’s organisation’s internal systems or platforms to fix issues on its behalf; and
           6. any other services that Agility Automation deems to be outside the scope of the membership.
        2. Agility Automation reserves the right to determine whether the fair usage policy has been breached and cancel the Customer’s membership, provided Agility Automation issues a pro-rata refund of the fees for the current payment period.
   4. Nominated member
      1. The membership is only valid for one business, for a single entity (ABN/ACN). The membership cannot be applied to other entities or businesses and there must only be a single person within the Customer’s business who is nominated to be the member (**Member**). Any additional persons within the Customer’s business will be charged as separate members and the Customer acknowledges that Agility Automation reserves the right to require at any time that the Customer purchase another membership subscription for any additional Members.
   5. tardiness and no-shows
      1. Agility Automation reserves the right to terminate the Customer’s membership in the event that the Customer is consistently absent or tardy for scheduled calls or meetings, as reasonably determined in Agility Automation’s sole discretion. Subject to Agility Automation’s sole discretion, such termination shall not entitle the Customer to a refund or credit for any fees paid for the membership during the current payment period.
   6. Discounts and promotions
      * 1. The membership service entitles the Customer to 10% discounts on Agility Automation’s Services. The ‘discount’ means the Customer will pay 10% less than the price Agility Automation would otherwise charge a customer who wasn’t a member for the same job, if they requested it on the same date that the Customer does (as a member). Please also note that Agility Automation’s standard pricing for Services may change throughout the year at our discretion.
        2. From time to time, Agility Automation may run promotions under which we offer discounted or introductory pricing, or ‘free memberships’ together with the purchase of other Services. Unless expressly stated otherwise, these promotions only apply to the first billing period of the Customer’s membership and upon renewal, the then current membership price will apply and be charged to the Customer’s credit card, bank account or invoiced.
   7. Payment and Active Billing Method
      * 1. In order to maintain access to the membership, the Customer must maintain an active credit card or other billing method in the billing section of the portal or as otherwise advised by Agility Automation. This includes where Agility Automation has provided a discount offer to the Customer, which enables the Customer to access the membership at a discounted rate. If the Customer removes its billing method, its Membership will be cancelled and the Customer will no longer have access to the benefits of Agility Automation’s membership.
        2. The Membership is a subscription service, which will auto-renew at the end of each term unless cancelled. To the maximum extent permitted by law, the following payment terms apply (except as otherwise agreed):
           1. If the Customer chooses the monthly payment option (where available), the Customer will be charged monthly in advance via either a recurring credit card charge or a recurring direct debit. If the Customer cancels anytime during the month for which payment has been made, Agility Automation will provide a pro-rata refund of the membership fees to the Customer.
           2. If the Customer chooses the annual payment option, the Customer will be charged annually in advance. Agility Automation will auto-renew the Customer’s subscription each year on or about the anniversary of its subscription date, unless the Customer notifies us 7 days prior to the anniversary of the renewal that the Customer does not wish to renew.
2. Progress updates and deliverables
   1. Progress Updates
      1. Agility Automation will endeavour to provide the Customer with regular progress updates on the Services or Deliverables where applicable. The Customer acknowledges that they have the right to request updates on the progress of the Services or Deliverables at any time. Agility Automation will provide the Customer with updates as soon as reasonably possible after receiving the Customer’s request which will done through means reasonably determined by Agility Automation, including by way of a walkthrough video, meeting with a member of Agility Automation’s team or via the Customer’s portal.
   2. Deliverables
      * 1. Any Due Dates for Deliverables are indicative only and are included as a guide for when the Services is expected to be provided.
        2. Agility Automation may, due to various reasons beyond its control, need to make reasonable adjustments to any such dates or times.
        3. Agility Automation reserves the right to revise such dates or times, including (but not limited to) in the event that a delay is caused by the Customer’s failure to provide Agility Automation access in accordance with clause 7.1 or provide timely feedback or other information or Materials reasonably requested by Agility Automation in order to provide the Services.
3. Review, feedback and acceptance testing
   1. Acceptance Tests
      * 1. Agility Automation will carry out and perform Acceptance Tests in accordance with the Acceptance Criteria and any relevant timeframes set out in the Statement of Work to ensure that the Deliverables are operational and meet any applicable technical parameters. If no acceptance testing timeframes are specified in the Statement of Work, then the Acceptance Test must be completed at least 5 Business days prior to the delivery date of the Deliverable.
        2. Agility Automation shall provide the Customer with at minimum of 2 Business Days’ notice prior to conducting an Acceptance Test.
        3. The Customer undertakes to make its representatives available during the Acceptance Tests and will provide the necessary cooperation and assistance to Agility Automation during the Acceptance Tests.
        4. If a Deliverable fails to pass the Acceptance Test conducted, then Agility Automation will:
           1. make any necessary corrections to remedy the deficiencies in the Deliverable within a reasonable period of time such that it meets the Acceptance Criteria; and
           2. carry out the Acceptance Tests again in accordance with this clause 6.1.
        5. For the avoidance of doubt, the following issues identified by a party during an Acceptance Test does not constitute a material failure to meet the Acceptance Criteria:
           1. a minor visual defect observed in the Deliverable; and
           2. any issues where the Deliverable can still materially function as required.
        6. The Customer will be considered to have accepted delivery of a Deliverable which is subject to an Acceptance Test upon the earlier of:
           1. the Customer communicating acceptance, whether verbal, written or otherwise, in relation to that Deliverable;
           2. the expiry of 5 Business Days after the successful completion of the Acceptance Tests; or
           3. the date on which the Customer commences using the Deliverable in its business.
   2. Feedback
      * 1. When Agility Automation provides Deliverables to the Customer for review, the Customer must provide its review within the Feedback Period specified in the Statement of Work, or if no Feedback Period is specified, then within 5 business days of receiving the Deliverable (**Feedback Period**).
        2. Before the end of the Feedback Period, the Customer must send any feedback or requested amendments to Agility Automation (**Feedback**).
        3. If Agility Automation:
           1. receives a notice from the Customer indicating that a Deliverable has been accepted;
           2. does not receive Feedback from the Customer before the end of the Feedback Period; or
           3. has received Feedback from the Customer and Agility Automation has provided amendments based on that Feedback,

then the Deliverable will be taken to have been accepted by the Customer (**Acceptance**).

* + - 1. Upon the Customer’s Acceptance, the Deliverable is handed over to the Customer on an “as is” basis.

1. the CustomerS OBLIGATIONS
   1. GENERAL OBLIGATIONS
      * 1. During the Term, the Customer must:
           1. do all acts necessary to meet its obligations under this agreement; and
           2. provide Agility Automation with all documentation, information and access to the Customer’s IT System, place of operation and Personnel as reasonably required for Agility Automation to provide the Services.
        2. Before commencing on the Services, Agility Automation may provide the Customer with a checklist of items required and a timeframe for delivering these items in order for Agility Automation to get started on time (**Customer’s Checklist**). If a Customer’s Checklist is provided, the Customer agrees to provide these items in accordance with the timeframe and acknowledges that Agility Automation will not commence work on the Services until these items have been received.
        3. Agility Automation may require that the Customer appoint an individual from the Customer’s organisation as our central point of contact (**Key Person**). The Customer acknowledges that Agility Automation will approach the Key Person for the making of key decisions who will also act as the final authority for the Customer’s organisation.
   2. USE OF Services
      * 1. the Customer must, and must ensure that all Users, comply with this agreement at all times.
        2. the Customer must not, and must not encourage or permit any User or any third party to, without Agility Automation’s prior written approval:
           1. use the Services for any purpose other than for the purpose for which it was designed, including not using the Services in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
           2. use the Services in a way which infringes the Intellectual Property Rights of Agility Automation or any third party;
           3. make copies of the Documentation or the Services;
           4. adapt, modify or tamper in any way with the Services;
           5. remove or alter any copyright, trade mark or other notice on or forming part of the Services or Documentation;
           6. create derivative works from or translate the Services or Documentation;
           7. publish or otherwise communicate the Services or Documentation to the public, including by making it available online or sharing it with third parties;
           8. sell, loan, transfer, sub-licence, hire or otherwise dispose of the Services or Documentation to any third party, except in granting a sub-licence to Personnel, Related Bodies Corporate or the customers of the Customer (or Related Bodies Corporate) in the ordinary use of the Services;
           9. decompile or reverse engineer the Services or any part of it, or otherwise attempt to derive its source code;
           10. attempt to circumvent any technological protection mechanism or other security feature of the Services; or
           11. breach any applicable Laws in using the Services.
        3. the Customer acknowledges and agrees:
           1. that Agility Automation will have no liability for any act of a User for damage, loss or expense suffered by the Customer or a User in connection with the use of the Services and will indemnify Agility Automation for any such damage, loss or expense; and
           2. to notify Agility Automation without delay whenever it becomes aware of any case of a breach of this clause 7.2(b) or otherwise any illegal or unauthorised use of the Services.
2. IT SYSTEM INTEGRATION
   * + 1. Utilisation and functionality of the Services may be reliant on an integration of the Services with the Customer’s IT System (**Integration**).
       2. During the Term, the Customer must assist in facilitating the execution and maintenance of the Integration and acknowledges and agrees that Agility Automation will not be responsible for errors arising in the Services due to the Customer’s failure to provide such assistance.
       3. The Customer acknowledges and agrees that issues can arise when data is uploaded to software, when data is transferred between different software programs, and when different software programs are integrated together. Agility Automation cannot guarantee that integration processes between the Services and the IT System will be free from errors, defects or delay.
       4. The Customer agrees that Agility Automation will not be liable for the functionality of the IT System, including any third party software, or for the functionality of the Services if the Customer integrates it with third party software, or changes or augments the Services, including by making additions or changes to the Services.
       5. If the Customer adds third party software or software code to the Services, integrates the Services with third party software, or make any other changes to the Services (**Customer Services Changes**), then:
          1. the Customer acknowledges and agrees that the Customer Services Changes can have adverse effects on the Services;
          2. the Customer indemnifies Agility Automation in relation to any loss or damage that arises in connection with the Customer Services Changes;
          3. Agility Automation may require the Customer to change or remove the Customer Services Changes or allow Agility Automation to change or remove the Customer Services Changes, at Agility Automation’s discretion, and if Agility Automation does so, then the Customer must act promptly;
          4. Agility Automation may suspend the Customer’s access to the Services until the Customer has changed or removed the Customer Services Changes.
3. Changes in scope
   * + 1. The Customer must pay a ‘change in scope fee’, in an amount reasonably determined by Agility Automation (**Change Fee**), for changes to Services requested by the Customer which alter the scope set out in the Statement of Work and require Agility Automation to perform additional work or incur additional costs (**Changes**) (this includes any feedback provided by the Customer after any free rounds of feedback (if any) have been exhausted).
       2. Unless otherwise agreed in writing, Agility Automation may at its discretion extend or modify any delivery schedule or deadlines for the Services as may be reasonably required by such Changes.
       3. Agility Automation will only be required to perform Changes, if:
          1. Agility Automation agrees in writing to perform the Changes;
          2. the Customer confirms in writing that they wish for Agility Automation to proceed with the Changes and the relevant Change Fee; and
          3. the Customer pays the Change Fee, in accordance with clause 10 as if it was a Fee.
4. PAYMENT
   1. FEES
      * 1. To the maximum extent permitted by law, any Fees paid in accordance with this agreement are non-refundable unless otherwise advised.
        2. The Customer must pay the Fees at the times and following the method set out in the Statement of Work and this agreement.
   2. INVOICES
      * 1. Agility Automation will issue a valid tax invoice to the Customer for payment of the Fees. The Customer must pay the Fees in accordance with the remittance method set out in an invoice.
        2. If there are no Payment Terms set out in the Statement of Work in relation to a Fee, that Fee must be paid at the time set out the relevant invoice issued by Agility Automation.
   3. SUSPENSION OF SERVICES
      1. Agility Automation reserves the right to suspend all or part of the Services indefinitely where the Customer fails to pay the Fees in accordance with clause 10.1.
   4. hourly rates
      * 1. If Agility Automation charges on an hourly basis as provided for under the Retainer Services, the Customer acknowledges that all the time expended on the Services in accordance with the Statement of Work will be logged and counted as chargeable hours, including but not limited to:
           1. answering the Customer’s queries (whether via email, chat or over the phone);
           2. attending phone conferences, video conferences, or meetings (both internal and external);
           3. any travel time;
           4. correspondence with third parties; and
           5. any other activities or tasks undertaken in connection with the relevant Statement of Work.
        2. For the avoidance of doubt, the Customer acknowledges that it will be charged separately for the time of each of Agility Automation’s team members (**Team Members**) if several Team Members are required to:
           1. work on a Deliverable simultaneously; or
           2. attend a meeting relating to the Deliverable or the Services (both internal or external).
        3. Subject to clause 10.4(b), Agility Automation will provide evidence of the time spent by each Team Member if any disputes arise regarding the amount of time expended by each Team Member on the Deliverable.
   5. EXPENSES
      1. Unless otherwise agreed in writing:
         1. the Customer will bear all travel, accommodation, office stationery, computer storage, media and related expenses reasonably incurred by Agility Automation in connection with the Services; and
         2. any third party costs and disbursements incurred by Agility Automation in the course of performing the Services may be billed to the Customer, unless specifically otherwise provided for in a Statement of Work.
   6. GST
      1. Unless otherwise indicated, the Fees do not include GST. In relation to any GST payable for a taxable supply by Agility Automation, the Customer must pay the GST subject to Agility Automation providing a tax invoice.
   7. CARD SURCHARGES
      1. Agility Automation reserves the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
   8. Increase to fees

Agility Automation reserves the right, from time to time, to increase the Fees. Agility Automation will give the Customer at least 3 months’ written notice prior to the date on which the increase is to take effect.

* 1. PAYMENT METHODS
     1. Agility Automation may use third-party payment providers (**Payment Providers**) to collect Fees. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and Agility Automation is not liable for the security or performance of the Payment Provider. Agility Automation reserves the right to correct, or to instruct its Payment Provider to correct, any errors or mistakes in collecting the Customer’s payment.
  2. direct debit
     1. If an invoice or the Statement of Work state that the Fees, or any part of the Fees, are to be paid using direct debit (**DD**), the Customer:
        1. authorises direct debit in line with any separate DD Authorisation Form and/or DD agreement of the Payment Provider (as applicable);
        2. authorises Agility Automation to charge the Customer’s bank account or credit card in line with any DD Authorisation Form and any DD agreement;
        3. must ensure that there are sufficient funds available in the Customer’s account to allow the Payment Provider to debit the amount payable; and
        4. acknowledges and agrees that there may be additional payments required from the Payment Provider if the Customer misses or fails to make any payment. These terms are separate and in addition to this agreement.

1. SUBCONTRACTING

The Customer acknowledges and agrees that Agility Automation may, in its absolute discretion and without further notice to or approval from the Customer, subcontract or outsource any part of the Services. Agility Automation will be responsible for any subcontractors’ performance of the Services.

1. DisclaimerS

The Customer acknowledges and agrees that:

* + - 1. all information provided as part of the Services is an opinion only, based on Agility Automation’s experience and the information provided by the Customer;
      2. any information or recommendations provided to the Customer in relation the Customer’s IT systems or internal processes in the course of providing the Services is based on:
         1. the information provided by the Customer to Agility Automation; and
         2. Agility Automation’s knowledge of current best practice and technological developments;
      3. the Customer must make its own assessments of its business requirements and infrastructure needs; and
      4. Agility Automation will not be liable for, and the Customer releases Agility Automation from all liability in relation to any loss or damage arising out of or in connection with:
         1. any issues with respect to the Services to the extent caused or contributed to by the Customer’s IT System; and
         2. any activities or services that the Customer requests Agility Automation to perform despite Agility Automation notifying the Customer that such activities or services as outside of its knowledge or expertise.

1. THIRD PARTY TERMS AND CONDITIONS
   * + 1. The Customer acknowledges and agrees that the terms & conditions of third party suppliers of goods or services (**Third Party Terms**) may apply to their use of the Services from time to time (including to any Additional Services).
       2. The Customer agrees to any Third Party Terms applicable to third party goods and services that are used in providing the Services, and Agility Automation will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.
       3. Agility Automation will endeavour to notify the Customer of Third Party Terms that apply to the Services or any Services, in which case:
          1. the Customer must immediately notify Agility Automation if it does not agree to such Third Party Terms; and
          2. if Agility Automation does not receive a notice in accordance with clause 13(c)(i), the Customer will be taken to have accepted those Third Party Terms, and Agility Automation will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.
       4. The Customer acknowledges and agrees that if it does not agree to any Third Party Terms, this may affect the Customer’s ability to meet any agreed schedules for Service delivery.
   1. THIRD PARTY SOFTWARE
      * 1. The Customer acknowledges and agrees that issues can arise when data is uploaded to software, when data is transferred between different software programs, and when different software programs are integrated together. Agility Automation cannot guarantee that integration processes between the Software and other software programs will be free from errors, defects or delay.
        2. The Customer agrees that Agility Automation will not be liable for the functionality of any third party goods or services, including any third party software, or for the functionality of the Services if the Customer integrates it with third party software, or change or augment the Services.
        3. If the Customer adds third party software or software code to the Services, integrate the Services with third party software, or make any other changes to the Services (**User Changes**), then:
           1. the Customer acknowledges and agrees that User Changes can have adverse effects on the Services;
           2. the Customer will indemnify Agility Automation in relation to any loss or damage that arises in connection with the User Changes;
           3. Agility Automation will not be liable for any failure in the Services, to the extent such failure is caused or contributed to by a User Change;
           4. Agility Automation may require the Customer to change or remove User Changes, at our discretion, and if Agility Automation does so, the Customer must act promptly;
           5. Agility Automation may suspend the Customer’s access to the Services until the Customer has changed or removed the User Change; and/or
           6. Agility Automation may change or remove any User Change, in our absolute discretion. Agility Automation will not be liable for loss of data or any other loss or damage the Customer may suffer in relation to our amendment to, or removal of, any User Change.
2. Accreditations and display of work
   * + 1. Unless otherwise agreed, Agility Automation reserves the right to describe the Services and publish copies of any Deliverables provided to the Customer on Agility Automation’s websites and portfolios.
       2. Where requested by Agility Automation, the Customer agrees to ensure any Deliverables provided to them by Agility Automation bear an accreditation and/or copyright notice including Agility Automation’s name, watermark or logo in the form, size and location as directed by Agility Automation.
3. Stand down
   * + 1. From time to time, Agility Automation will have a business stand down period, during which Agility Automation will temporarily suspend work on any ongoing projects (**Stand Down Period**). Agility Automation will provide a minimum of 4 weeks’ notice to the Customer prior to the commencement of the Stand Down Period.
       2. During the Stand Down Period, Agility Automation will implement mechanisms that will allow the Customer access to urgent support where required.
       3. The Customer acknowledges that Agility Automation will only recommence work on any ongoing projects or Services after the end of the Stand Down Period.
4. INTELLECTUAL PROPERTY
   1. the Customer CONTENT
      * 1. The Customer grants to Agility Automation (and its Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use the Customer Content to the extent reasonably required to provide the Services.
        2. The Customer:
           1. warrants that Agility Automation’s use of the Customer Content as contemplated by the Statement of Work will not infringe any third-party Intellectual Property Rights; and
           2. indemnifies Agility Automation from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.
   2. COMPANY IP
      * 1. Unless otherwise expressly agreed in the Statement of Work, the Customer will not under these terms or any Statement of Work acquire Intellectual Property Rights in any Agility Automation IP. Any Developed IP will be solely and exclusively owned by Agility Automation.
        2. Agility Automation grants to the Customer a non-exclusive, royalty free, non-transferable, worldwide and revocable licence to use Agility Automation IP and any Developed IP to the extent required for the Customer to use, enjoy the benefit of or exploit the Services and to provide access to the Services to its Personnel, Related Bodies Corporate and customers of the Customer (or its Related Bodies Corporate).
   3. DEFINITIONS
      1. For the purposes of this clause 16:
         1. **“Customer Content”** means any documents or materials supplied by the Customer to Agility Automation under or in connection with this agreement or the Statement of Work, including any Intellectual Property Rights attaching to those materials.
         2. **“Developed IP”** means any materials produced by Agility Automation in the course of providing the Services including documentation, reports, data, designs, concepts, know-how, information, advice, opinions, emails, notes whether in draft or final form, in writing, provided orally, either alone or in conjunction with the Customer or others, and any Intellectual Property Rights attaching to those materials.
         3. **“Agility Automation IP”** means all materials owned or licensed by Agility Automation that is not Developed IP and any Intellectual Property Rights attaching to those materials.
5. CONFIDENTIALITY & Restraint
   1. CONFIDENTIAL INFORMATION
      1. The parties will not, during or after the Term, disclose Confidential Information directly or indirectly to any third party except:
         1. with the other party's prior written consent;
         2. as required by Law; or
         3. to their Personnel and Related Bodies Corporate on a need to know basis for the purposes of performing its obligations under this agreement (**Additional Disclosees**).
   2. USE
      1. A party may only use the Confidential Information of the other party for the purposes of exercising its rights or performing its obligations under this agreement.
   3. RETURN
      1. On termination of this agreement, both parties must promptly return or destroy all Confidential Information in its possession or control.
   4. ADDITIONAL DISCLOSEES
      1. Each party will ensure that Additional Disclosees keep the Confidential Information confidential on the terms provided in this clause 17. Each party will, when requested by the other party, arrange for an Additional Disclosee to execute a document in a form reasonably required by the other party to protect Confidential Information.
   5. BREACH
      1. If either party becomes aware of a suspected or actual breach of this clause 17 by that party or an Additional Disclosee, that party will immediately notify the other party and take reasonable steps required to prevent, stop or mitigate the suspected or actual breach.
   6. RESTRAINT
      1. For the duration of this agreement, the Customer must not employ or engage (or be knowingly involved in another business employing or engaging) any officers or employees of Agility Automation with which the Customer had contact with during the course of a Statement of Work.
6. PRIVACY
   * 1. The Customer agrees to Agility Automation’s Privacy Policy, located at: <https://agilityautomation.com/privacy-policy/> and which is incorporated into this agreement by reference. Please read the Privacy Policy carefully as it governs Agility Automation’s collection, use, and disclosure of personal information.
7. Customer DATA – roles and responsibilities
   1. Customer Data
      * 1. Agility Automation will not make any undocumented, unreported or authorised configuration changes to the Customer’s IT System or to the information security controls that secure Customer Data, if those changes would materially decrease the protections afforded to Customer Data.
        2. Unless set out in the Statement of Work or otherwise agreed in writing between the parties, the Customer acknowledges and agrees that Agility Automation will not be responsible for:
           1. establishing, maintaining, enforcing or continuously improving safety and security procedures and safeguards against the unauthorised use, destruction, loss or alteration of Customer Data; and
           2. creating or maintaining any safety and security procedures or safeguards for the Customer.
   2. SECURITY BREACH
      * 1. Agility Automation will notify the Customer promptly after Agility Automation learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information (**collectively, Security Breaches**).
        2. Agility Automation will promptly investigate each potential, actual or suspected Security Breach and assist the Customer and its Personnel in connection with any investigation that the Customer may desire to conduct with respect to the Security Breach.
        3. Agility Automation will take all steps requested by the Customer to limit, stop or otherwise remedy any potential, actual or suspected Security Breach.
   3. Disclaimer

The Customer acknowledges and agrees that Agility Automation does not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to Customer Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

1. WARRANTIES AND LIABILITIES
   1. CORRECTION OF DEFECTS
      * 1. Agility Automation will correct any errors, bugs or defects in the Services which arise during the Term and which are notified to Agility Automation by the Customer unless the errors, bugs or defects:
           1. result from the interaction of the Services with any other Services or any computer hardware or services not approved in writing by Agility Automation;
           2. result from any misuse of the Services; or
           3. result from the use of the Services by the Customer other than in accordance with this agreement or the Documentation.
        2. The Customer agrees to provide Agility Automation and its Personnel reasonable access to the IT System to assist Agility Automation in correcting any defects in the Services.
        3. If any defects or issues arise from a project or a Service that Agility Automation has completed and successfully delivered to the Customer (**Service Defect**), the Customer agrees to inform Agility Automation by logging the Service Defect through the issue form located on the Customer’s portal. Agility Automation takes all Service Defects seriously and will endeavour to review and respond within the same or the next Business Day.
        4. If a Service Defect is Critically Urgent such that immediate response is required, the Customer may email or call their Customer Success Manager directly.
        5. For the purposes of this clause 20.1, “**Critically Urgent**” means business critical issues only which prevent the Customer and its personnel from accessing the completed Services or where the operability and functionality is materially restricted with no feasible workaround.
   2. EXCLUSION OF OTHER WARRANTIES
      1. To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this agreement are excluded.
   3. NON-EXCLUDABLE TERMS
      * 1. Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Customer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.
        2. Where any law implies a condition, warranty or guarantee into this agreement which may not lawfully be excluded by Agility Automation, then to the maximum extent permitted by applicable law, Agility Automation’s liability for breach of that non-excludable condition, warranty or guarantee will, at Agility Automation’s option, be limited to:
           1. in the case of goods, their replacement or the supply or equivalent goods or their repair; and
           2. in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.
   4. LIABILITY
      * 1. (**Liability**) To the maximum extent permitted by applicable law, Agility Automation limits all liability in aggregate of all claims to the Customer (and any third parties who encounter the services or goods through the Customer’s business) for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this agreement or any goods or services provided by Agility Automation to the amount paid by the Customer to Agility Automation in the 12 months preceding the date of the event giving rise to the relevant liability.
        2. (**Indemnity**) the Customer indemnifies Agility Automation and its employees, contractors and agents in respect of all liability for any claim(s) by any person (including any third party who encounter the services or goods through the Customer’s business) arising from the Customer or the Customer’s employee’s, client’s, contractor’s or agent’s:
           1. breach of any third party intellectual property rights;
           2. breach of any term of this agreement;
           3. negligent, wilful, fraudulent or criminal act or omission; or
           4. use of the Services.
        3. (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Agility Automation be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this agreement or any goods or services provided by Agility Automation (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).
2. Termination
   1. Termination Rights
      * 1. The Customer may terminate this agreement immediately by providing written notice to Agility Automation subject to its compliance with the obligations set out in clause 21.2.
        2. Agility Automation may terminate this agreement immediately by written notice to the Customer if:
           1. the Customer is in breach of this agreement or a Statement of Work and:

fails to remedy such breach within 14 days of receiving notice from Agility Automation requiring it to remedy such breach; or

that breach is not capable of remedy; or

* + - * 1. the Customer becomes subject to any form of insolvency or bankruptcy administration;
        2. Agility Automation is no longer able to perform our obligations due to resourcing or capacity issues; or
        3. in Agility Automation’s reasonable opinion, the Customer has acted in a manner deemed unreasonable or inappropriate.
  1. CONSEQUENCES OF EXPIRATION OR TERMINATION
     + 1. Upon expiration or termination of this agreement:
          1. the Customer must pay all amounts owed for Services already provided as at the date of termination, including any third party vendor amounts already committed to by Agility Automation on behalf of the Customer;
          2. each party must return all property of the other party to that other party; and
          3. each party must immediately return to each other party, or (if requested by that party) destroy, any documents in its possession or control containing Confidential Information of the other party.
       2. Subject to clause 21.2(a), the Customer must pay Agility Automation the Hourly Rate set out in the Statement of Work for any time already expended on the Services less the Deposit (**Cancellation Fee**) for fixed fee Services that have been cancelled by the Customer in accordance with clause 21. For the avoidance of doubt, this Cancellation Fee will not surpass the total Fixed Project Fee set out in the Statement of Work.
       3. For the avoidance of doubt, the Customer is not entitled to a refund for any cancellations of projects or Services that have been paid on an Hourly Rate or as set out in the Retainer Fee.
  2. SURVIVAL
     1. Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

1. if the parties have a dispute
   * + 1. If an issue between the parties arises under this agreement that cannot be resolved day-to-day, the parties will make genuine efforts in good faith to participate cooperatively in mediation, at equal shared expense of the parties.
       2. The parties will conduct mediation through the Australian Disputes Centre (**ADC**) and in accordance with the ADC’s Guidelines for Commercial Mediation (as current at the time of the dispute).
       3. The parties will follow the mediator’s recommendations on the extent of mediation required, and when to stop mediation if the issue cannot be resolved.
       4. If mediation does not resolve the issue, the parties must:
          1. if they haven’t already done so, engage independent legal representation at their own expense to understand the strength of their arguments; and
          2. based on that advice, if settlement is not achieved, participate in arbitration (or other dispute reServices mechanism agreed in mediation) through the ADC at equal shared expense.
       5. The parties will follow the binding outcome of arbitration (or other agreed mechanism).
       6. Either party may at any time during this process make an offer for settlement. The parties acknowledge and agree it is in their best interests to properly consider all genuine settlement offers. The parties will use best endeavours to avoid litigation and reach a prompt settlement.
       7. The process in this clause does not apply where a party requires an urgent injunction.
2. NOTICES
   * + 1. Any notices required to be sent under this agreement must be sent via email using the party’s email addresses set out in the Statement of Work.
       2. If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
       3. The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.
3. FORCE MAJEURE
   * + 1. A ‘**Force Majeure Event**’ means any occurrence beyond the control of the Affected Party which prevents the Affected Party from performing an obligation under this agreement (other than an obligation to pay money), including any:
          1. act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
          2. strike or other industrial action;
          3. war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
          4. decision of a government authority in relation to COVID-19, or other epidemic or pandemic,

to the extent the occurrence affects the Affected Party’s ability to perform the obligation.

* + - 1. If a party (**Affected Party**) becomes unable, wholly or in part, to carry out an obligation under this agreement (other than an obligation to pay money) due to a Force Majeure Event, the Affected Party must give to the other party prompt written notice of:
         1. reasonable details of the Force Majeure Event; and
         2. so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
      2. Subject to compliance with clause 24(b), the relevant obligation will be suspended during the Force Majeure Event to the extent that the obligation is affected by the Force Majeure Event.
      3. The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible and resume performing the relevant obligation.

1. GENERAL
   1. GOVERNING LAW AND JURISDICTION
      1. This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
   2. AMENDMENTS
      1. This agreement may only be amended in accordance with a written agreement between the parties.
   3. WAIVER
      1. No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
   4. SEVERANCE
      1. Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.
   5. JOINT AND SEVERAL LIABILITY
      1. An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.
   6. ASSIGNMENT
      1. A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.
   7. COUNTERPARTS
      1. This agreement may be executed in any number of counterparts. Each counterpart constitutes an original of this agreement and all together constitute one agreement.
   8. COSTS
      1. Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.
   9. ENTIRE AGREEMENT
      1. This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.
   10. INTERPRETATION
       * 1. (**singular and plural**) words in the singular includes the plural (and vice versa);
         2. (**gender**) words indicating a gender includes the corresponding words of any other gender;
         3. (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
         4. (**person**) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
         5. (**party**) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
         6. (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
         7. (**document**) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
         8. (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;
         9. (**includes**) the word “includes” and similar words in any form is not a word of limitation;
         10. (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
         11. (**currency**) a reference to $, or “dollar”, is to Australian currency, unless otherwise agreed in writing.
2. DEFINITIONS
   * 1. In this agreement, capitalised terms have the meaning given to them in the Statement of Work, and the following phrases have the meaning set out below.

| Term | Definition |
| --- | --- |
| Acceptance Tests | means where a functional and operability trial is conducted on the Deliverable to ensure that any specifications and Acceptance Criteria set out in the Statement of Work have been materially met before it is officially delivered to the Customer as part of the Services. |
| Business Days | means a day (other than a Saturday, Sunday or public holiday) on which banks are generally open for business in Sydney, Australia. |
| Commencement Date | means the date set out in the Statement of Work. |
| Confidential Information | means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge. |
| Customer Data | means files, data, information or any other Materials, which are uploaded or inserted to the Services, or otherwise provided to Agility Automation, by the Customer or its Users, including any Intellectual Property Rights attaching to those Materials. |
| Deliverable | means the set of functions structured as a deliverable, as set out in the Statement of Work. |
| Documentation | means all manuals, help files, walk through videos and other documents supplied by Agility Automation to the Customer relating to the Services, whether in electronic or hardcopy form. |
| Due Date | means the date for delivery of a Deliverable. |
| Fees | means any and all fees payable by the Customer to Agility Automation under this agreement. |
| Intellectual Property Rights | All copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world. |
| IT System | Means the Customer’s hardware, website, software, data communications lines, servers, network and telecommunications equipment and internet-related information technology infrastructure, including computers, laptops and phones. |
| Statement of Work | means the schedule annexed to this agreement titled “Statement of Work” and which details any relevant commercial information between the parties. |
| Laws | Any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction(s) where a party performs its respective obligations under this agreement or the Services is made or received and includes any industry codes of conduct. |
| Payment Method | The method of payment set out in the Statement of Work. |
| Personnel | In relation to a party, its representatives, employees, secondees, agents and subcontractors, including employees and contractors of subcontractors. |
| Project Period | refers to the length of time during which the Services are to be carried out, starting from the Commencement Date to the time where the Services have been completed. |
| Related Bodies Corporate | Has the same meaning as defined in section 9 of the *Corporations Act 2001* (Cth). |
| Services | has the meaning given in clause 3. |
| User | means the Customer, its Personnel, its Related Bodies Corporates and any other third party who is granted access to the Services. |

1. Statement of Work

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Commencement Date | [insert] | | | | |
| Project Period | [insert] | | | | |
| Membership Option | **Yes** | | **No** | | |
| Services | We’ll provide you with the following services:  [insert description of services] | | | | |
| Deliverables | **Description** | **Due Date** | | **Acceptance Criteria** | **Feedback Period** |
|  |  | |  |  |
|  |  | |  |  |
| Fees | **Fee Type/Amount** | | **Due Date** | | |
| **Retainer Fee:** $[insert] + GST for [insert] 10-hour blocks of work or [N/A]  **Hourly Rate for additional work**: $[insert] + GST | | Upfront payment is required prior to commencement of work. | | |
| **Fixed Project Fee:** $[insert] + GST or [N/A] | | The Fixed Project Fee will be payable as follows:   * 1. 50% of the Fixed Project Fee will be payable prior to the Commencement Date (**Deposit**);   2. 50% of the Fixed Project Fee will be payable within seven (7) days of the date the final Deliverable is completed by Agility Automation,   upon invoice from Agility Automation. | | |
| **Membership Fee:** $95 + GST per month OR $995 + GST per year | | For monthly membership option: Payable monthly in advance from the time of commencement of membership sign up.  For yearly membership option: Payable as a one-time fixed fee for the year from the time of commencement of membership sign up. | | |
| Payment Method | Payment can be made online via credit card/debit card or electronic funds transfer to Agility Automation’s nominated bank account.  All invoices issued by Agility Automation must be paid within 7 days of being issued to you. | | | | |
| Special Conditions | [N/A] OR [insert special additional terms and conditions agreed with the Customer] | | | | |