humanIT

Master Agreement

Part A – Schedule

	Item	Details
1.	Date of this agreement	As per the commencement of services

Part B – Execution as an agreement

Executed by humanIT by
its authorised representative

Executed by the client by
its authorised representative

humanIT provides a range of information technology services, including:

- consulting;
- outsourcing;
- project services;
- application management;
- systems integration;
- technology support services; and
- technology management services

This Master Agreement sets out the terms and conditions under which humanIT supplies these services.

Part C - Terms

1. **Parties**

   The parties are:

   (a) humanIT Pty Ltd ACN 098 981 269 ('humanIT', 'us', 'we' or 'our'); and

   (b) the client ('you' or 'your').

2. **Date and term**

   This Master Agreement:

   (a) is made on the date the services commenced; and

   (b) may be terminated by either party on three (3) month's written notice provided no Service Contracts made under it are in force.

3. **Fees**

   (a) The fees for our services are the fees specified as provided.

   (b) If we perform any work that is not covered by our services agreement we may charge for that work:

       (i) at our current published rates for that type of work; or

       (ii) if there are no current published rates, at our time and materials rates for similar work.

4. **Expenses**

   You must reimburse our out of pocket expenses provided:

   (a) the expenses have been previously agreed to in writing; and

   (b) we supply reasonable evidence substantiating the expense.

5. **Invoicing and payment**

   (a) We will invoice you:

       (i) in accordance with any payment schedule specified;

       (ii) otherwise:

           (A) monthly in advance for pre-paid fees; or

           (B) monthly in arrears.

   (b) You must pay each invoice in full:

       (i) by the due date specified in the invoice; or

       (ii) if no due date is specified, within 14 days of the invoice date.

   (c) Late invoicing does not affect our right to payment or your obligation to pay.

   (d) If a payment is overdue, in addition to our other rights:

       (i) we may charge interest on the overdue amount at the penalty interest rate, calculated daily;

       (ii) we may withhold providing Services under any Service Contract; and

       (iii) you must indemnify us against all costs and expenses (including legal expenses on a solicitor/client basis) incurred by us in attempting to recover the overdue amount.

Penalty interest rate as fixed by the Attorney-General under Section 2 of the *Penalty Interest Rate Act 1983*.

6.   **Third party charges**

(a) You are responsible for all third party charges incurred as a result of your use of the Service (for example, telecommunications carriage fees) unless we specify otherwise in writing.

(b) Where we specify that our fees include third party charges, we may increase our fees by written notice to you if there is an increase in third party charges.

7.   **GST**

(a) Terms in this clause have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

(b) Unless stated otherwise, fees stated under this agreement exclude GST.

(c) The consideration payable by you under this agreement is the value of any taxable supply for which payment is to be made.

(d) Subject to us supplying you with a valid tax invoice, if we make a taxable supply in connection with this Agreement or a Service Contract for a consideration, which represents its value, then you must pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

(e) Subject to us supplying you with a valid tax invoice, if this Agreement requires you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount required to be paid, reimbursed or contributed by you will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under clause 7(d).

8.   **Service delivery**

We will provide the Service:

(a) during Business Hours, unless otherwise specified in writing;

(b) at the location(s) agreed between both parties; and

(c) with professional skill and care, using appropriately qualified personnel.

'Business Hours' means between 8.30 am and 5.30 pm, Monday to Friday excluding public holidays in Victoria or at the place in which the service is to be provided.

9.   **Service standard**

(a) We do not warrant that the Service will be uninterrupted or error free.

(b) If service levels are specified in a Service Pack, we will use all reasonable efforts to meet or exceed those service levels.

(c) We do not guarantee that service levels will be met. If a Service Pack specifies that credits or rebates will apply, those credits or rebates are your sole remedy in respect of service level failure.

10. **Access**

(a) You must provide us with reasonable and timely access to your facilities, premises, information, equipment, personnel, network and data to enable to fulfil our obligations under a Service Contract.

(b) We will not be responsible for any delay in providing a service where the delay results from your failure to provide timely access in accordance with clause 10(a).

11. **Your obligations**

(a) You must:

    (i) comply with our reasonable and lawful directions in relation to the Service;

    (ii) provide a safe working environment for our personnel;

    (iii) comply with all laws, regulations, policies and guidelines (including any acceptable use policy that we inform you of) applicable to the Service;

    (iv) ensure that any incumbent provider who is transitioning the Service to us makes available the information, resources and facilities required by us to provide the service; and

    (v) maintain regular and complete backups of all of your data.

(b) We will not be responsible for any failure, default or delay to the extent caused by your failure to perform your obligations under this clause.

12. **Delay**

(a) We will use our best efforts to meet any deadlines or milestones that we promise to meet but will not be liable for any delay or failure to meet these.

(b) To the extent that our provision of a service is impaired by:

    (i) you;

    (ii) a third party;

    (iii) a failure or defect (not caused by us) in hardware or software (not supplied by us); or

    (iv) an event beyond our reasonable control –

    then:

    (v) we will notify you immediately of the impairment and if both parties agree our obligation to provide the service is suspended;

    (vi) we will not be liable to you in respect of any delay or failure to provide the Service during that suspension period.

(c) Where our personnel are delayed from performing a Service due to a delay you cause, we may invoice you those personnel's hourly rate for the duration of the delay subject only to us making reasonable efforts to reallocate our personnel to other chargeable duties.

13. **Confidentiality**

(a) A party must not use or disclose the other party's confidential information without prior written approval.

(b) Each party must take all reasonable steps to ensure that its employees and agents do not use or disclose the other party's confidential information.

(c) A party may disclose confidential information where required by law or the rules of a stock exchange.

(d) This clause survives termination of this agreement.

(e) 'Confidential information' means all information treated by the owning party ('discloser') as confidential and:

   (i) provided to the other party ('recipient'); or

   (ii) of which the recipient becomes aware –

   except information that:

   (iii) the recipient creates or lawfully obtains independently of the discloser; or

   (iv) is public knowledge (otherwise than as a result of a breach of confidentiality by the recipient).

14. **Intellectual property rights**

(a) Any intellectual property created for you is vested to you.

(b) To the extent necessary for you to receive the benefit of our services, we grant you a non-exclusive, non-transferable, license to use our materials.

(c) If any of your materials become combined with our materials with your knowledge and without your objection, then we have a perpetual, royalty-free, irrevocable, non-exclusive license to copy, use, adapt and distribute those materials in the course of our ongoing business.

(d) 'Intellectual property rights' includes all patents, copyright, rights in circuit layouts, registered designs, trademarks, trade, business or company names and the right to have confidential information kept confidential.

15. **Limitation of liability**

15.1 Rights and remedies for non-PDH goods costing no more than $40,000

If we supply you with goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption but costing no more than $40,000 you have extensive rights under the Australian Consumer Law including consumer guarantees and remedies but:

(a) in relation to these goods, our liability for failure to comply with a consumer guarantee (other than certain guarantees about ownership and undisturbed use) is limited to:

   (i) replacing the goods or supplying equivalent ones;

   (ii) repairing the goods;

   (iii) paying the cost of replacing the goods or of acquiring equivalent ones; or

   (iv) paying the cost of having the goods repaired; and

(b) in relation to these services, our liability for failure to comply with a consumer guarantee is limited to:

  (i) supplying the services again; or

  (ii) paying the cost of having the services supplied again.

15.2 Exclusion of implied terms and limitation of liability

(a) Subject to clause 15.1:

  (i) Any representation, warranty, condition, guarantee or undertaking that would be implied in these terms by legislation, common law, equity, trade, custom or usage or otherwise is excluded to the fullest extent permitted by law.

  (ii) We do not warrant or represent the performance, accuracy, or reliability of our goods and Services or that they will operate or be delivered free from faults, errors or interruptions.

  (iii) We are never liable to you for, and you release us from any Claim for, any Contract Loss.

(b) For the purposes of this clause 15:

  (i) 'Claim' means any claim, demand, action, proceeding or legal process (including by way of set off, cross-claim or counterclaim);

  (ii) 'Contract Loss' means loss or damage suffered by you and arising in connection with or out of these terms or any supply made under them or any Service (whether pleaded in contract, tort, breach of statutory duty or on any other basis, and whether arising from acts or omissions, and whether or not loss or damage the risk of which we were or should have been aware), including but not limited to economic loss, business interruption, loss of revenue, profits, actual or potential business opportunities or contracts, anticipated savings, loss of profits, loss of data, indirect or consequential loss, an obligation to indemnify another person or an obligation to contribute to the compensation of loss or damage suffered by another person

16. Warranty and Indemnity

(a) You warrant that you have not relied on any representation made by us which has not been stated expressly in this agreement, or attached proposal.

(b) You must indemnify us, our employees and agents against any loss (including reasonable legal costs and expenses) or liability any of us reasonably incurs or suffers arising from any proceedings where such loss or liability was caused by:

  (i) your breach of this agreement; or

  (ii) your wilful, unlawful or negligent act or omission.

17. Termination and suspension of Contract

(a) Either party may terminate or suspend performance of a Contract immediately if the other party:

  (i) breaches the agreement and fails to remedy the breach within 14 days after receiving a notice detailing the breach and requiring that it be cured;

  (ii) becomes insolvent;

     (iii)   fails to pay money owed to the other party within 45 days of it being due;

     (iv)   ceases, or threaten to cease, carrying on business;

     (v)   you exceed your credit limit or there is an adverse change in our credit assessment of you;

     (vi)   reasonably believes that a service has been used for unauthorised, criminal or unlawful activity; or

     (vii)   has an administrator or controller (as those terms are defined in the Corporations Act 2001) appointed in respect of any of your assets.

(b) Termination of a Contract does not affect a party's right of action based on any breach before the termination.

(c) On termination a party may:

     (i)   repossess their property in possession, custody or control;

     (ii)   pursue any additional or alternative remedies provided by law.

(d) On termination we;

     (i)   will cease providing Service; and

     (ii)   retain all moneys paid to us under the Contract; and

     (iii)   may provide you with an invoice for all unpaid fees and expenses and any costs incurred by us as a result of termination

18.   Notices

(a) All notices must be:

     (i)   in writing;

     (ii)   signed by the party giving it (or its authorised representative); and

     (iii)   sent to a party's service address.

(b) A party's service address is any of:

     (i)   in the case of a corporation, its current registered office;

     (ii)   the parties' service addresses set out in schedule items **Error! Reference source not found.** and **Error! Reference source not found.**; or

     (iii)   any other address a party nominates, by written notice to the other party, as a service address.

19.   General matters

(a) We are an independent contractor and have no authority to bind you by contract or otherwise.

(b) We may sub-contract the performance of this agreement if we obtain your prior written consent (which you must not unreasonably withhold).

(c) A party may assign its rights and obligations under this agreement if it obtains the other party's prior written consent (and the other party cannot unreasonably withhold its consent).

(d) References to a 'schedule item' are references to an item in the schedule to this agreement.

(e) If a party overlooks a breach of this agreement by the other party on one of more occasions, it is not taken to have agreed to any future breach.

(f) This agreement is the entire agreement between the parties with respect to the services and all prior agreements regarding the services are superseded.

(g) No amendment or modification of this agreement is binding unless in writing and executed by the parties.

(h) Anything that is unenforceable must be read down, to the point of severance if necessary.

(i) Anything a party can do, it may do through an appropriately authorised representative.

(j) Any matter in our discretion is in our absolute and unfettered discretion.

20. Applicable law and disputes

(a) This agreement is subject to the laws that apply in Victoria, Australia.

(b) Any dispute or difference arising in connection with this agreement will be submitted to arbitration in accordance with and subject to the Institute of Arbitrators and Mediators Australia Expedited Commercial Arbitration Rules.

(c) Otherwise, legal proceedings relating to this agreement or any dispute about it must be brought in the courts of Victoria, Australia.

21. Interpretation

(a) Headings are for navigational assistance only and do not affect the meaning of this agreement.

(b) Where a term is said to 'include' one or more things, the list is not exhaustive and does not limit the natural meaning of the term in any way.

(c) A schedule or attachment to a document (including a schedule or attachment to this agreement) is part of that document, as is any document incorporated by reference.

(d) A reference to the singular includes the plural and vice versa.

(e) There is no significance in the use of gender-specific language.

(f) A 'person' includes any entity which can sue and be sued and any legal successor to or representative of that person.

(g) A reference to a law includes any amendment or replacement of that law.

(h) A provision must not be construed to the disadvantage of a party because that party prepared or required it.

Part D- Service Description

22. Hosted Desktop Solution

The Hosted Desktop Solution is designed to deliver a suite of applications hosted in a secure datacentre environment to end users via a secure connection. The hosted desktop comprises of following "Services":

Delivery of a standard Suite of Applications:

(a) Windows Server Desktop

(b) Microsoft office Professional/365

(c) Adobe PDF Reader

Delivery of specific applications provided and licensed by the client, and deemed viable for delivery on the Hosted Desktop by humanIT:

(d) Data Storage Services

(e) Office 365 e-mail services

(f) Office 365 Synchronisation with iOS and android devices

(g) Internet Access from the Hosted Desktop

(h) Antivirus and AntiSPAM protection for the Hosted Desktop

(i) Enterprise Web Content Filtering

(j) Enterprise Level Backup

(k) Disaster Recovery Services

(l) Helpdesk, Support, and Change Management Services

23. **Provision of Hosted Desktop Services**

(a) humanIT will supply the **Services** to the Hosted Desktop Environment, and only within humanIT's datacentre locations;

(b) **Service Hours** are from 8:30 am - 5:30 pm Monday to Friday excluding public holidays;

(c) If the Client requests humanIT to supply the Helpdesk Services outside **Service Hours**, and if humanIT agrees to do so, humanIT may charge the Client for that work in accordance with its then-current time and materials rates;

(d) humanIT may refuse to supply services other than the **Services**;

(e) humanIT may reasonably deny the addition or relocation of a Device if not technically feasible or advisable. Such denial of service must be accompanied by a brief to the Client outlining the technical justification for the request denial.

24. **Disaster Recovery**

24.1 humanIT and the Client may declare a disaster when a critical outage has occurred within the production environment that cannot be rectified within a 48 hour window.

24.2 humanIT will provide the following services in preparation for a disaster

(a) make available computing resources in the secondary datacentre;

(b) perform testing of the Disaster Recovery design and procedures twice per year by simulating a failure of the data centre and in accordance with the Disaster Recovery Policy and Procedure;

(c) provide the Client with a report on the tests performed in (b) and take any remedial action for any faults recognised in the testing, including updating the Disaster Recovery design and procedures;

24.3 In the event of disaster within the production environment humanIT will supply the following disaster recovery services:

(a) recreate the servers, systems and applications (other than the disaster recovery servers) for which Hosted Desktop Services are being provided;

(b) restore Client data (within 24 hours of the disaster occurring) from the most recent applicable backup on to these systems; and

(c) Use best efforts to restore Client Specific Applications (such as non-virtualised applications) within five Business Days of the disaster;

24.4 In the event of multiple Client declarations of 'disaster' within a given time period, humanIT will undertake to make resources available as soon as available.

25. Anti-virus and Antispam Services

25.1 humanIT will maintain and monitor electronic virus and SPAM protection on all applicable Devices and take appropriate steps in response to any detected virus.

26. Helpdesk Service levels

(a) Upon receiving a request for Helpdesk Services, humanIT may in its discretion attempt to deal with the issue remotely or by sending staff to the relevant Client Location.

(b) humanIT will provide the Services to Client in accordance with the Service Levels;

Priority	First Response	Resolution Plan	Resolved	Timeframe
Priority 1 (Outage)	4.00 hour(s)	9.00 hour(s)	9.00 hour(s)	Business Hours
Priority 2 (3+ Users)	4.00 hour(s)	18.00 hour(s)	18.00 hour(s)	Business Hours
Priority 3 (1-2 User)	9.00 hour(s)	27.00 hour(s)	27.00 hour(s)	Business Hours
Priority 4 (Qry/Adv)	18.00 hour(s)	54.00 hour(s)	54.00 hour(s)	Business Hours
Priority 5 (Sched)			135.00 hour(s)	Business Hours
[All]				Business Hours

(c) If humanIT does not provide the **Services** to Client in accordance with the Service Levels, humanIT will credit to Client 10% if less than 80% of the service level is achieve.

27. Scheduled changes and maintenance

27.1 humanIT will plan and schedule changes and maintenance to the Devices, Applications and Software as required. These will be undertaken outside of Service Hours, except as otherwise reasonably agreed and will always be notified in advance.

28. Excusing events

28.1 Without limiting any other provision of this Agreement, humanIT will have no responsibility for any failure or delay in the provision of the **Services** or part of the **Services** which results from or is contributed to by an **Excusing Event** to the extent that the Excusing Event causes such failure or, delay.

29. Change Control

(a) humanIT will give the Client reasonable notice of any changes required to be made to the **Hosted Desktop Environment**, other than emergency changes.

(b) The Client must not alter, interfere with, disable or add or remove any part of the Hosted Desktop Environment, or allow any third party to do so, or give any third party access to the Hosted Desktop Environment.

(c) If the Client wishes to change any part of the Hosted Desktop Environment (including nominating new Users) in a way that would impact humanIT's ability to deliver the Services, the Client must make the relevant request to the humanIT Helpdesk Support team in writing signed by Client's Representative and in a form and manner reasonably specified by humanIT (known as a Change Control Request Form).

30. Documentation

humanIT will collate, update, maintain and make available to the Client appropriate documentation relating to the design, configuration and operation of the Client's Hosted Desktop Environment.

(a) network topology

(b) specification of Devices, Applications and Software

(c) SOE design

(d) user list, including but not limited user name, Device, Software and Applications allocated to the user

31. Supported Operating Environment

31.1 humanIT will deliver services to the end user when the device is either a thin client, Microsoft Internet Explorer browser or computer with the full Citrix Client installed.

Applications and services will only be supported when each previously
mentioned appliance comply with the humanIT standard as documented below.

(a) Thin Client standard operating environment

(i) the most recent vendor supplied operating system and / or flash image;

(ii) connection configurations as set out by humanIT connection documentation;

(iii) correct networking details, IP address and default gateway settings;

(iv) virus free;

(v) only be used to connect to humanIT/Over The Wire services and no other connections and;

(vi) have error free networking components and network cabling.

(b) Internet Explorer operating environment

(i) the most recent Internet Explorer version as provided by Microsoft;

(ii) all relevant and recent internet Explorer patches as provided by Microsoft;

(iii) standard Internet Explorer settings and security settings;

(iv) only have Microsoft approved snap-ins to the browser and tool bar; and

(v) virus protection software with the latest available virus signature files.

(c) Citrix Client operating environment

(i) the operating system must be a current supported revision from the vendor;

(ii) all relevant and recent operating system patches installed to vendor recommendations;

(iii) correct networking details, IP address and default gateway settings;

(iv) standard Citrix Client settings and security settings;

(v) only have Microsoft and Citrix approved software and service patches;

(vi) virus protection software with the latest available virus signature files;

(vii) latest version of Citrix Metaframe Client;

(viii) Virus free operating system and files

(ix) Citrix Client configurations as per humanIT standards and setup documentation.

32. humanIT Hardware and Software

(a) Except where humanIT expressly acquires hardware or software for sale to the Client (for example hardware for use on Client premises); The Client agrees that any software or hardware supplied by humanIT under this Agreement is the property of humanIT and at all times will remain the property of humanIT.

(b) humanIT warrants that it either;

(i) owns all necessary right, title and interest in, or

(ii)   is an authorised dealer capable of sourcing and securing software licences and hardware purchases for the Client, as the Client's agent, whereby the Client will be the contract party with the supplier; or

(iii)   is an authorised licensee capable of granting sublicenses in favour of the Client

33.   Licence of the Software and installation

33.1   License

(a) Subject to the provisions of this Agreement, humanIT grants to the Client a limited, non-transferable, nonexclusive licence to use the software and documentation supplied under a sub-licence by humanIT for Client's own internal use. The Client must not sublicense, rent, lease, lend or directly or indirectly transfer the Software or Documentation to any third party or give any third party access to or possession of the Software or Documentation.

33.2   Sub-licence conditions

(a) The sub-licences granted in clause 16.1 are subject always to:

(i)   all restrictions or obligations under, the applicable Head Licences and under this; and

(ii)   any further restrictions or obligations that humanIT is obliged or considers reasonably necessary to impose on the Client in connection with the terms of the Head Licences or otherwise as notified by humanIT from time to time.

33.3   Installation

humanIT will supply the Sub-licensed Software and install it or ensure the commencement of its proper operation (as applicable) on the relevant Devices. No Sub-licensed software will be installed outside of the Hosted Desktop Environment.

34.   Backup Services

(a) We offer two different types of backup services:

(i)   On site backup; and

(ii)   Off-site backup.

(b) On site backup works as follows:

(i)   we supply and configure approved hardware which we connect to a device or network which you would like to backup;

(ii)   we install a backup software client on compatible Windows servers which you nominate to be subject to these services;

(iii)   you notify us in writing of the target data you wish to back up to the approved hardware;

(iv)   we will schedule a backup of the target data to the approved hardware;

(v)   we then manage and monitor (subject to any service levels we may publish from time to time) the approved hardware remotely to ensure that it is backing up data at the agreed times and days;

(vi)   where requested, we will provide you with access to backups to enable you to restore the target data or restore the target data for you;

(vii)   at least every month we will:

(A)   provide you with a report to verify the backup of target data and the dates and times when it was undertaken;

(B)   verify the data integrity by undertaking a limited trial restoration of part of the target data which has been the subject of the backup services.

(c) Off-site backup works as follows:

(i)   we install a backup software client on compatible Windows servers which you nominate to be subject to these services;

(ii)   you notify us in writing of the target data to backup;

(iii)   we will schedule a backup of the target data to our data centre in an encrypted format;

(iv)   we then manage and monitor (subject to any service levels we may publish from time to time) the approved hardware remotely to ensure that it is backing up data at the agreed times and days;

(v)   where requested, we will provide you with access to backups to enable you to restore the target data or restore the target data for you;

(vi)   at least every month we will:

(A)   provide you with a report to verify the backup of target data and the dates and times when it was undertaken;

(B)   check to see that the target data has been the subject of the backup services – you should check the integrity of data, as it is not possible for us to do this.

35.   Obligations

(a) You must:

(i)   comply with the terms of any software or end user licence supplied with, or which applies to any software we provide you;

(ii)   where we provide Off site backup, you must ensure that you always maintain a high speed internet connection, to a specification we determine;

(iii)   determine your target data using your own skill and judgment;

(iv)   promptly apply any updates or patches to any software we provide you;

(v)   only use licensed copies of the backup software;

    (vi)   ensure that you provide us with unhindered remote access to your computer network to enable us to deliver our services to you;

    (vii)   notify us if your internet connection or computer are not functioning properly;

    (viii)   keep your computers and target data free from viruses, worms, trojans, and other malicious content and malware;

36. Rules

(a) We may publish Rules which apply to these services from time to time, which may include technical and operational requirements such as minimum hardware and internet specifications;

(b) Where we publish Rules they form part of this Service Pack and your Service Contract.

37. Restoring data

(a) The decision to restore any data is entirely your own. We do not advise you on that.

(b) You acknowledge that each data backup may overwrite any earlier back up. You can only restore from the most recent backup.

(c) We provide data restoration services to you on the following basis:

    (i)   the service is limited to business hours on a business day, except where you have a managed services agreement with us which states otherwise;

    (ii)   we cannot guarantee how long a restoration may take (times will vary depending on the amount of data being restored), or that it will be successful;

    (iii)   restoration services are only limited to live operational production servers, which are the subject of our backup services.

38. Acknowledgements

(a) You acknowledge that:

    (i)   connection to the internet poses significant risks to customer data, and the customer equipment, which includes loss, damage or theft of customer data;

    (ii)   you will implement adequate and suitable security measures such as a firewall on your computer/s, and ensure that these measures are regularly maintained;

    (iii)   you are solely responsible for maintaining the security of your computer/s and customer data – unless we have agreed to provide you with these services under a Service Contract we have with you;

    (iv)   the Service will only backup target data;

    (v)   any data backup plan we suggest, is only a suggestion and you should make your own determination as to the adequacy of our suggestion

for your circumstances. We do not warrant its suitability to your individual circumstances;

(vi)   unless you comply with these terms and any Rules we may make from time to time, we may not be able to deliver the services or may only deliver part of the services or degraded services;

(vii)   we can only undertake a limited verification of data integrity, and we recommend that you regularly restore the target data to verify integrity of data.

(b)   Where you acknowledge something in this agreement you:

(i)   must accept service from us subject to those matters, and none of them constitutes a defect in service; and

(ii)   release us from all losses and claims in respect of, or out of, such matters or their consequences.

Part E - Pricing

As per invoicing and agreed.