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## 1. SERVICES

- 1.1. CP Moore will not be liable to the client for any delay in providing the services which is caused by an event or circumstance which is not within the reasonable control of CP Moore.
- 1.2. The client must make decisions, provide approvals and obtain all necessary authorisations in a timely manner. The client is responsible for the accuracy and integrity of any accounting or other data provided to CP Moore.

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## 2. STANDARD OF SERVICES

- 2.1. In providing the services, CP Moore will exercise the degree of skill, care and diligence normally exercised by its peers in its industry at the time the services are performed.
- 2.2. All software supplied is covered by the original licensor's warranty and no additional warranty is provided by CP Moore.

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## 3. INVOICING AND PAYMENT

- 3.1. CP Moore may submit invoices to the client for payment of fees for on-site implementation, training and support and telephone support at monthly intervals and at the completion of the services. Current consulting rates are used to calculate the invoice amount. Payment of the amount referred to in an invoice is due from the client within 7 days of the date of the invoice.
- 3.2. Payment for data repairs and conversions are payable cash on delivery or by arrangement with CP Moore. Invoices for software are issued upon the shipment of the software and payment must be made by the client on receipt of the software. CP Moore retains ownership in all hardware and software products until the client has paid in full.
- 3.3. All amounts to be paid by the client are exclusive of GST. CP Moore will provide a valid tax invoice to the client.
- 3.4. If the client does not pay the amount of the invoice when it is due CP Moore may:
  - a) charge interest to the client at the rate of 1.25% of the balance outstanding per month from the date of the invoice until the date of payment in full; and
  - b) suspend the provision of the services until the date of payment in full.

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## 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. All intellectual property rights created or developed by CP Moore prior to the provision of the services or in connection with the provision of the services will belong to CP Moore.
- 4.2. No intellectual property owned by CP Moore may be disclosed to third parties without CP Moore's prior written consent.

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## 5. CONFIDENTIALITY

- 5.1. Each party agrees to keep confidential any information supplied to the other party during the course of the project and each party undertakes not to use confidential information for any purpose other than that for which it was disclosed. The confidentiality obligations survive the termination of the project or engagement.

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## 6. LIABILITY

- 6.1. CP Moore's liability to the client whether arising under these terms of engagement or from the performance of any service provided to the client is limited to the fee actually paid to CP Moore or, if rectification is possible, the rectification of any service provided at no cost.
- 6.2. CP Moore will not be liable to the client for any claim, liability or demand relating to loss of revenue or profit or any kind of economic loss, any kind of indirect or consequential loss or damage or any loss or damage which is not a direct result of a breach by CP Moore of these terms.

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## 7. TERMINATION

- 7.1. Either party may terminate the engagement by providing 30 days written notice to the other.
- 7.2. Either party may terminate if the other materially breaches these terms of engagement and fails to remedy the breach within 7 days of receiving notice from the non-defaulting party.

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## 8. JURISDICTION

These terms of engagement are governed by and construed in accordance with the laws of South Australia.