

## General Terms and Conditions ("Terms")

These Terms and any documents referred to in them constitute the entire agreement about ENA supply of the Products and/or Services to the Customer and supersede all prior understandings, arrangements and agreements. Words with special meanings are defined as follows:

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| <b>1. Definitions</b>                             | <ul style="list-style-type: none"><li>The singular includes the plural and vice versa;</li><li>The word "including" means including, but not limited to;</li><li>The word "includes" means "includes, without limitation";</li><li>A reference to a gender includes all genders; and</li><li>A reference to a person (including a party) includes an individual, company, other body corporate, partnership, firm, joint venture or a trust.</li><li>"the customer" or "customer" means the person, business, company or other entity that is the purchaser of the Products;</li><li>"goods" or "products" means any products, including software, hardware or services supplied to the Customer by ENA and described in ENA's invoice;</li><li>"ENA" means Ellis Network Associates Pty Ltd (ABN 81 135 378 728)</li></ul>  |
| <b>2. Acceptance of Terms and Conditions</b>      | a. Customers must accept these terms and conditions prior to the commencement of work by ENA; or upon placing an order for goods with ENA.   |
| <b>3. Updates to the Terms and Conditions</b>     | a. ENA's may from time to time update these terms and conditions, the current version of these terms and conditions will be available from ENA's website at <a href="http://www.ellisnetworks.com/terms.pdf">www.ellisnetworks.com/terms.pdf</a> .   |
| <b>4. Best Endeavours</b>                         | a. ENA will provide goods and services in good faith to the customer.<br>b. ENA may provide in proposals and/or upon request discuss alternative approaches to the delivery of goods and/or services.<br>c. ENA uses commercially reasonable endeavours and trained staff to deliver services and goods to customers.  |
| <b>5. Confidentiality</b>                         | a. ENA will using reasonable means keep confidential all client information it discovers in the delivery of goods and services to customers.   |
| <b>6. Inspection and Acceptance</b>               | a. Customer must: <ul style="list-style-type: none"><li>In the case of all Products ordered (other than software Products), inspect such Products upon delivery to the Customer's premises. Customer must give written notice to ENA within 3 business days if Customer has reason to believe that Products do not accord with Customer's order.</li><li>In the case of Software Products, Customer must test or inspect such software Products upon those products being delivered or authorised by ENA for downloading by Customer. Customer must give written notice to ENA within 3 days if Customer has reason to believe that Products do not accord with Customer's order.</li><li>In the case of Services, Customer must give written notice to ENA within 3 days if Customer has reason to believe that there is any issue with the services.</li></ul> b. In the event that Customer does not provide written notice, the goods and services will be deemed to have been accepted.<br>a. Unless otherwise agreed in writing, the customer is responsible for backing up their data prior to any onsite visit and work.<br>b. These backups may be relied upon by ENA staff in the event of an adverse result from installing a patch, making a configuration change or other event. Should a customer not have a backup that can be restored, then the customer accepts total responsibility for any and all data loss.  |
| <b>8. Payment and Late Payments</b>               | a. Unless otherwise noted on invoices, payment is required within 7 calendar days from the date of delivery of goods or services.<br>b. Late Payments may attract a late payment fee. Should a late payment fee be applied, the late payment fee will be based on the Australian Taxation Office's "General Interest Charge".<br>Additional information can be obtained from:<br><a href="http://www.ato.gov.au/ta/specialists/content.asp?doc=/content/2832.htm">http://www.ato.gov.au/ta/specialists/content.asp?doc=/content/2832.htm</a>   |
| <b>9. Overdue Payments</b>                        | a. Require payment in advance for services and/or goods; and/or <ul style="list-style-type: none"><li>Suspend the provision of services to the customer; and/or</li><li>Suspend the delivery of goods and/or pending orders to the customer; and/or</li><li>In the case of hosting services, suspend the provision of services; and/or</li><li>Reclaim goods.</li></ul> b. In the event that payments are overdue by more than 60 days, ENA may begin debt recovery proceedings.   |
| <b>10. Title and Risk</b>                         | a. Products supplied by ENA to Customer will be at Customer's risk immediately upon: <ul style="list-style-type: none"><li>Delivery of the Products to the Customer, Customer's agent or into the Customer's custody or control; or</li><li>Collection of the Products by the Customer's nominated carrier or agent;</li></ul> b. Customer must: <ul style="list-style-type: none"><li>Effect and maintain with a reputable insurance company insurance for the Products, at its cost, against all risks as it thinks appropriate;</li><li>Risks with the Products will remain with Customer at all times unless ENA retakes possession of the Products in accordance with clause 9</li></ul> c. Title in the Products supplied by ENA to Customer will not pass to Customer and will remain the absolute property of ENA until such time as ENA has been paid by Customer all monies due and owing to it by the Customer in relation to any account. Title to those Products which are software remains with ENA and/or the applicable third party licensor(s) at all times.<br>e. If Customer has breached these Terms or the terms of any relevant Sales Contract, Customer authorises ENA, at any time, to enter onto any premises upon which ENA's products are stored to enable ENA to: <ul style="list-style-type: none"><li>Inspect the Products; and/or</li><li>Reclaim the Products</li></ul> f. Customer acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the licence to use the software Product. Customer must at its own expense and risk remove or uninstall the software Product.   |
| <b>11. Warranty and Liability</b>                 | a. Products are covered by manufacturer's warranty. To the extent permitted by law, ENA's entire responsibility with respect to warranties for the Products is to pass on to Customer the benefit of any such warranties. Subject to clause 15, software Products are not warranted by ENA under these Terms. Such software Products are warranted in accordance with the relevant licence agreements governing their use.<br>b. To the extent permitted by law, the manufacturers' warranties referred to in clause (a) are in substitution for all other terms, conditions and other warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and all such terms, conditions and warranties are expressly excluded.<br>c. All hosting services, including Domain Name, E-mail and Web services are best endeavours services and not guaranteed to be available, in continuous operation and/or error free.<br>d. Certain legislation may imply warranties or conditions or impose obligations upon ENA, which cannot be excluded, restricted or modified to a limited extent. These Terms must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which ENA is able to do so, its liability will be limited, at its option to: <ul style="list-style-type: none"><li>In the case of products, the replacement of the products or resupply of equivalent products, repair of the products, payment of the cost of replacing the products or acquiring equivalent products; or payment of the costs of having the products repaired; and</li><li>In the case of services: the supply of services again or the payment of the reasonably cost of having the services supplied again.</li></ul> iii. ENA does not warrant that repair facilities or parts will be available in respect of any of the products.<br>e. ENA shall under no circumstances be liable for special, incidental, liquidated or consequential damages including loss of profit or opportunity, even if it has been advised of the possibility of such damages. The maximum liability for all direct damages, if any, arising out of any action shall be limited to an amount not to exceed the purchase price of the product or services. |
| <b>12. Severability</b>                           | a. If a provision in this document is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary, or severed if necessary, to ensure that the provision is not illegal, invalid, void, voidable or unenforceable.<br>b. The reading down, or severing of any one term does not affect any other term or condition in this document.  |
| <b>13. Delivery</b>                               | a. Delivery times advised to Customer are estimates only and ENA will not be liable for any loss, damaged, delay suffered or incurred by Customer or its customer's arising from the late or non-delivery of products.   |
| <b>14. Returns</b>                                | a. Customer must notify ENA in writing of any Products it wishes to return within 3 days from the receipt of those products.<br>b. ENA will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehouse, transport or by any neglect, abuse or improper use, installation, maintenance.<br>c. Should a Product be added to, varied, or otherwise modified by any person other than ENA then the product will not be accepted for return or refund.  |
| <b>15. Software</b>                               | a. To the extent that a Product supplied under these Terms is a software Product then, in addition to these Terms, that Product will be supplied subject to the terms and conditions of the relevant licence agreement applicable to it.<br>b. Software licence agreements may be packaged with software, may be separately provided to Customer for execution or may require on-screen acceptance by Customer. Customer agrees to use the software Product in accordance with the terms and conditions of the relevant licence.<br>c. Where ENA is requested to install software on Customer's behalf, Customer authorises ENA to accept software licence agreements on Customer's behalf. Under these circumstances, it is the responsibility of the customer to inform themselves of any license terms and conditions.<br>d. Where Customer supplies any software: <ul style="list-style-type: none"><li>Customer warrants that it is legally allowed to install and/or use such software by ownership, license or other means.</li><li>Customer indemnifies ENA against any and all claims made in relation to installation and/or use of such software due to any actual or alleged breach of license, copyright or intellectual property law.</li></ul>  |
| <b>16. Domain Name Registration &amp; Hosting</b> | a. Where the term "supply" is used in these Terms to refer to a software Product, such term means the sale and purchase of the licence to use that software Product.<br>e. The contract of registration is between the client and the appropriate naming authority, such as AuDA.<br>b. ENA is acting as an agent for the customer in registering the domain name.<br>c. The customer is bound by the terms and agreements of the relevant naming authority and the registrar.<br>d. ENA cannot guarantee that it will be able to register any requested domain name and that until ENA has had confirmation of registration, the customer cannot assume the registration to be effected.<br>e. ENA gives no warranty that the domain name requested will not infringe upon the rights of any third party and that the customer indemnifies ENA in respect of any infringements.<br>f. ENA is not responsible for renewing the domain name registration for its customers and can therefore not be held responsible for doing so.<br>g. ENA reserves the right to change the registrar and/or any other service provider associated with domain name registration or hosting.<br>h. In the event of default on payment, the registrant authorises ENA, to: <ul style="list-style-type: none"><li>Suspend the hosting domain name records; or</li><li>Cancel the registration of the domain name; or</li><li>Sell and retain the value of the sale of the domain name to any another party</li></ul>  |
| <b>17. Web &amp; E-mail Hosting</b>               | a. The customer agrees to use the web and e-mail hosting services in a legal and lawful manner.<br>b. The customer agrees to indemnify and keep indemnified ENA against all matters arising from its use of web and e-mail hosting services.<br>c. ENA reserves the right to suspend its web and e-mail hosting services at any time and without notice, should the service be used beyond "acceptable use" or be used in an illegal manner.<br>d. The customer is responsible for making backups of all information contained on web and e-mail hosting systems, including web pages, databases.<br>e. ENA reserves the right to change the hosting provider and/or any other service provider associated with web and e-mail hosting.<br>f. In the event of default on payment, the registrant authorises ENA, to: <ul style="list-style-type: none"><li>Suspend the hosting web site</li></ul>  |
| <b>18. Restraint Period</b>                       | a. For the period of commencing on the date of customer acceptance of this proposal and ending 12 months after the completion of this project, Customer shall not solicit for employment, whether directly or indirectly through an associated or subsidiary company or otherwise any person who is or was employed or contracted by ENA during the term of the project.   |
| <b>19. Termination</b>                            | a. Without limitation, ENA may terminate this agreement immediately by notice in writing if any payment due from Customer to ENA, relating to this proposal or other proposals, remains unpaid for a period of sixty (60) days;<br>b. If notice of termination received from customer, ENA may, in addition to terminating this agreement <ul style="list-style-type: none"><li>Retain any moneys paid;</li><li>Charge a reasonable sum for work performed in respect of which work no sum has been previously charged;</li><li>Be discharged from any further obligations relating to this proposal; and</li><li>Pursue any alternative or additional remedies provided by law.</li></ul> c. Either party may terminate this agreement immediately by notice in writing if: <ul style="list-style-type: none"><li>The other party is no longer capable of complying with its obligations under this proposal; or</li><li>The other party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; or</li><li>The other party, being a partnership, dissolves or threatens or resolves to dissolve or is in jeopardy of dissolving; or</li><li>The other party being a natural person, dies; or</li><li>The other party ceases or threatens to cease conducting its business in a normal manner.</li></ul>   |
| <b>20. Governing Law</b>                          | a. The agreement shall be governed by and construed according to the law of the State of Victoria and is deemed to have been made in Victoria.   |
| <b>21. Disputes and Arbitration</b>               | a. The parties irrevocably submit to the exclusive jurisdiction of the Courts of Victoria and Australia and any Courts heading appeals from such Courts.<br>b. Unless the parties agree upon an arbitrator, either party may request a nomination from either the President OR the Chapter Chairman of the Chapter where the dispute arises.   |
| <b>22. Force Majeure</b>                          | a. If the performance of ENA's obligations under these Terms or any relevant Sales Contract is prevented, restricted or affected by force majeure including strike, lock out, raw material shortage, breakdown of plant, transport or equipment or any other cause beyond the reasonable control of ENA, ENA will give notice to Customer and after 60 days from receipt by Customer of such notice, either party may terminate the relevant Sales Contract without penalty.   |