Integral Purchase Order Terms

These terms ("Terms") are incorporated into the Purchase Order ("Order") that is placed by **Integral Technology Solutions Pty Ltd (ABN 38 097 602 901)**, of Level 2, 201 Leichhardt Street, Spring Hill, Queensland 4000, Australia ("Integral") on the Seller named in the Order.

1 OVERVIEW

1.1 Summary

(a) Integral is placing an Order with the Seller for the supply of goods, software, licences, subscriptions or services for use by Integral or for resale, licensing or on supply by Integral to its own customers ("Customers") in the ordinary course of Integral's information technology services business.

(b) Seller agrees to provide such goods, software, licences, subscriptions or services to Integral, in accordance with these Terms.

1.2 Applicant of Terms

(a) These Terms apply to every Order to the exclusion of any other terms, including any terms contained in, referenced in, attached to, incorporated in, or endorsed on any quotation, proposal, order acknowledgment, invoice, delivery docket, packing slip, credit application, website, click-wrap or shrink-wrap notice, or any other document issued or made available by or on behalf of Seller ("Seller Terms"), unless Integral has expressly agreed in writing, signed by an authorised representative of Integral, that specified Seller Terms will apply in substitution for, or in addition to, these Terms.

(b) An Order constitutes an offer by Integral to acquire the Products and/or Services described in the Order. Any acceptance, order acknowledgment, quotation or invoice issued by Seller that purports to vary, add to, or make the Order subject to any Seller Terms is deemed to be a counteroffer only, and does not bind Integral. Integral is not taken to have accepted any such counteroffer unless Integral expressly and separately confirms its acceptance of the specific varied or additional term in writing signed by an authorised representative of Integral.

(c) Without limiting clause 1.2(b), and despite anything to the contrary in any Seller Terms, Seller is deemed to have accepted these Terms in their entirety, to the exclusion of any Seller Terms, on the earliest of: (a) Seller's written or electronic acknowledgment of the Order; (b) Seller commencing performance of, or delivering any Products or Services under the Order; (c) Seller issuing an invoice referable to the Order; or (d) expiry of two (2) Business Days after the Order is sent to Seller without Seller having rejected it in writing in full (Acceptance).

(d) If Seller provides a quotation before an Order is issued, and that quotation includes or refers to Seller Terms, the parties agree that the quotation is a non-binding invitation to treat only and does not form part of the Agreement. Integral's issue of an Order in response to a quotation is not acceptance of the quotation or of any Seller Terms referred to in it and instead constitutes a fresh offer by Integral on these Terms.

(e) If Seller requires Integral to execute a separate licence agreement, order form, end user licence agreement, subscription agreement, master services agreement or similar document as a condition of supplying Software or Services ("Seller Agreement"), clause 1.2(a) does not displace these Terms unless and to the extent that an authorised representative of Integral has actually executed, or affirmatively clicked to accept, that specific Seller Agreement. Where a Seller Agreement has been so executed or accepted, it governs only the specific subject matter it expressly and validly covers; these Terms continue to apply to all other matters and prevail over the Seller Agreement to the extent of any inconsistency, unless the Order or a written variation signed by Integral expressly states otherwise.

(f) No prior dealings between the parties, trade custom or practice, or Seller's standard business practice varies, waives or adds to these Terms.

2 ORDERS

(a) Each Order will specify, as applicable, the Products and/or Services, quantity, Price, delivery or performance date and location, payment terms, the identity of any Customer, and any special conditions.

(b) Seller must accept or reject an Order in writing within two Business Days of receipt. If Seller does not reject an Order in writing within that period, the Order is deemed accepted on these Terms.

(c) Integral may amend or cancel an Order, or any part of it, by written notice at any time before delivery or performance. If Integral cancels an Order, Integral will pay Seller's reasonable, substantiated, direct costs of work in progress actually and unavoidably incurred before the date of cancellation, less any amount Seller is able to recover by resale, redeployment or otherwise, provided that Integral is not liable for any loss of profit, loss of opportunity, or other indirect or consequential loss arising from the amendment or cancellation.

(d) Nothing in these Terms obliges Integral to place any minimum volume or value of Orders, or creates any exclusive supply arrangement, and Integral may source the same or similar Products and Services from other Sellers at any time.

3 SPECIFICATION AND COMPLIANCE

(a) Products and Services must conform to: (a) the specifications, description and quantity stated in the Order; (b) any manufacturer's published specification, sample or description on which the Order was based; (c) all applicable Australian standards and laws; and (d) any

purpose, whether express or reasonably implied, that Seller knew or ought reasonably to have known Integral or a Customer intended for the Products or Services.

(b) Seller must hold, and must provide evidence of on request, all authorisations, certifications and manufacturer or vendor accreditations necessary to lawfully supply the Products and Services and to authorise Integral's resale, licensing or on supply of them to Customers.

4 PRICE AND PAYMENT

(a) The Price is as stated in the Order and, unless the Order states otherwise: (a) is in Australian dollars; (b) is inclusive of packaging, insurance and delivery to the delivery location stated in the Order on a Delivered Duty Paid (DDP, Incoterms 2020) basis; and (c) is exclusive of GST.

(b) If GST is payable on a taxable supply made under an Order, Integral must pay Seller, in addition to the Price, an amount equal to the GST payable on that supply, on receipt of a valid tax invoice.

(c) If an Order is denominated in a currency other than Australian dollars, the Australian dollar equivalent of the Price is fixed by reference to the exchange rate stated in the Order or, if none is stated, the Reserve Bank of Australia's published rate on the date of the Order, and Seller bears any subsequent foreign exchange movement.

(d) The Price is fixed for the Order and must not be increased without Integral's prior written consent.

(e) Seller may only invoice Integral after delivery or performance (or, for milestone-based Services, on achievement and Integral's written acceptance of the relevant milestone), and Integral will pay undisputed amounts within 30 days after the end of the month in which a valid tax invoice is received, or such other period stated in the Order.

(f) Integral may set off any amount owed by Seller to Integral, under that Order or any other Order, against amounts payable by Integral to Seller.

(g) Seller warrants that the Price for the Products and/or Services under an Order is no less favourable than the price charged by Seller to other customers of Integral's size for the same or substantially similar products or services in comparable quantities, at the time the Order is placed.

5 DELIVERY, RISK AND TITLE

(a) Time for delivery or performance stated in an Order is of the essence.

(b) Delivery must be made on a DDP (Incoterms 2020) basis to the location specified in the Order, unless the Order states otherwise.

(c) Risk in Goods passes to Integral on delivery to, and acceptance by, Integral at the delivery location stated in the Order. Title to Goods passes to Integral on the earlier of delivery or payment, free of any security interest, lien or other encumbrance, except that if Seller holds a valid purchase money security interest under the PPSA that is expressly disclosed on the face of the Order or otherwise agreed in writing, title to the relevant Goods passes only on payment of the Price for those Goods in full.

(d) Software is licensed, not sold, and clause 7 applies to Software in addition to this clause 5.

(e) Seller must notify Integral promptly in writing of any anticipated delay to delivery or performance and use reasonable endeavours to mitigate it. Without limiting any other right of Integral, if delivery or performance is delayed beyond the date stated in the Order, Integral may, at its election: (a) require expedited delivery or performance at Seller's cost; (b) reject the affected Products or Services; and/or (c) terminate the Order, or the affected part of it, without liability to Seller.

(f) Integral may reject and return, at Seller's risk and cost, any Products that do not comply with clause 3, and Seller must, at Integral's election, replace or repair the rejected Products, or refund the Price paid for them, within ten Business Days of Integral's rejection notice.

6 PERSONAL PROPERTY SECURITIES ACT

(a) Seller must not register, or permit or cause to be registered, a security interest on the Personal Property Securities Register over any Products supplied or to be supplied under an Order, other than a purchase money security interest expressly disclosed on the face of the Order and limited to the specific Goods to which it relates.

(b) If a financing statement is registered in respect of Products supplied under an Order otherwise than as permitted by clause 6(a), Seller must, at its own cost, immediately take all steps necessary to discharge or amend that registration.

(c) To the extent Integral is entitled to their benefit, sections 96, 115(1), 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA do not apply, and Integral need not disclose information under section 275 of the PPSA except where required by law.

7 SOFTWARE, LICENSING AND RESALE

(a) Before an Order for Software is placed, Seller must disclose to Integral in writing the identity of the licensor, the applicable end user licence agreement, subscription terms or equivalent licensing terms ("Licence Terms"), and any restriction on Integral's right to resell, sublicense or on-supply the Software to a Customer.

(b) Seller warrants that: (a) it is authorised by the relevant manufacturer or licensor to supply, and, where applicable, to authorise Integral's resale, sublicensing or on-supply of, the Software; (b) the Licence Terms disclosed under clause 7.1 are complete and current and

accurately describe the rights a Customer will receive; and (c) Integral's placement of the Order, and on-supply of the Software strictly in accordance with the disclosed Licence Terms, will not infringe the Intellectual Property Rights of any person.

(c) Nothing in these Terms grants Integral or any Customer any right to use Software except as set out in the applicable Licence Terms, and Integral may pass through the Licence Terms to its Customers.

(d) Seller must give Integral at least thirty days' prior written notice of any change to, or discontinuation or end-of-life or end-of-support notice affecting, any Software or Goods that are the subject of a current Order or a related support or maintenance arrangement.

8 WARRANTIES

(a) Seller represents and warrants that: (a) it has full power and authority to enter into and perform each Order; (b) the Products are new (unless the Order states otherwise), of acceptable quality, free from defects in material and workmanship, and fit for any purpose disclosed; (c) the Services will be performed with due care and skill and in a professional and workmanlike manner by suitably qualified and experienced personnel; (d) it has good title to, and the right to sell or license, the Products; (e) neither the Products nor the Services, nor Integral's or a Customer's use of them as contemplated by the Order, infringe the Intellectual Property Rights of any third party; and (f) it will comply, and will ensure its personnel and subcontractors comply, with all applicable laws in performing its obligations under an Order, including consumer protection, work health and safety, privacy, anti-bribery and sanctions laws.

(b) Each party warrants that it:

(i) has the authority to enter into and perform its obligations under these Terms; and

(ii) will comply at all times with applicable Laws.

(c) The warranties in this clause 8 survive delivery, inspection, payment and any resale, licensing or on-supply by Integral, are in addition to, and do not limit, any guarantee, condition or warranty implied by law (including under the ACL) that cannot lawfully be excluded, and continue for the longer of 12 months from delivery or completion, or any longer period stated in the Order or offered by Seller or the relevant manufacturer.

(d) Nothing in these Terms excludes, restricts or modifies any right or remedy conferred on Integral, or any guarantee, term or condition implied, by the ACL or any other applicable law that cannot lawfully be excluded, restricted or modified.

9 INDEMNITY

(a) Seller indemnifies Integral, its related bodies corporate, and their respective officers, employees and Customers, against all loss, liability, cost, expense (including reasonable legal costs on a solicitor-client basis) and damage arising from or in connection with: (a) any breach of an Order (including these Terms) by Seller, its personnel or its subcontractors; (b) death, personal injury, or loss of or damage to property, to the extent caused or contributed to by Seller, its personnel or its subcontractors; (c) any claim that the Products or Services, or Integral's or a Customer's use of them in accordance with the Order, infringe the Intellectual Property Rights of a third party; and (d) any negligent, unlawful or wilfully wrongful act or omission of Seller, its personnel or its subcontractors, in each case except to the extent caused or contributed to by the negligence or wilful misconduct of Integral.

(b) This indemnity is reduced proportionately to the extent a relevant loss, liability, cost, expense or damage is caused or contributed to by Integral.

10 INSURANCE

(a) Seller must effect and maintain, with a reputable and solvent insurer, for the term of each Order and for twelve (12) months afterwards: (a) public and product liability insurance of at least AUD 10,000,000 per occurrence; (b) where Services are provided, professional indemnity insurance of at least AUD 2,000,000 per claim; and (c) any workers' compensation and other insurance required by law and must provide Integral with certificates of currency on request.

11 CONFIDENTIALITY

(a) Seller agrees to keep strictly confidential, and not to disclose, the Confidential Information.

(b) Seller agrees to use the Confidential Information solely to carry out the Seller's obligations under the Order.

(c) Seller must not identify Integral or any Integral Customer as a customer of Seller including in marketing and promotional materials. In bids for new work, Seller must not use Integral or any Integral Customer as a reference site.

(d) If Seller is affected by any kind of security breach or cyberattack, Seller (and its personnel) must not link such security breach or cyberattack to Integral or any Integral Customer including in any announcement, publication, declaration, or other communications, without Integral's prior written consent (unless required by Law to do so).

12 PRIVACY AND SECURITY

(a) Each party must comply with the Privacy Act (as though it were an entity bound by the Privacy Act and notwithstanding the small business exception in the Privacy Act) and any other applicable Privacy Laws, in respect of any Personal Information that:

(i) one party discloses to the other party; or

(ii) comes into the possession or control of that party arising out of or in relation to the performance of this Agreement.

(b) To the extent Seller collects, accesses, holds or processes Personal Information in connection with an Order, Seller must: (a) comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles; (b) use and disclose that Personal Information only as necessary to perform the Order and in accordance with Integral's documented instructions; (c) implement and maintain reasonable technical and organisational security measures to protect that Personal Information; (d) notify Integral without undue delay, and in any event within twenty-four hours of becoming aware, of any actual or suspected unauthorised access to, or loss or disclosure of, Personal Information that may constitute an eligible data breach under Part IIIC of the Privacy Act 1988 (Cth), and cooperate with Integral's investigation and any resulting notification obligations; and (e) not disclose or transfer that Personal Information outside Australia without Integral's prior written consent and appropriate contractual safeguards.

13 COMPLIANCE, ANTI-BRIBERY, SANCTIONS AND EXPORT CONTROL

(a) Seller must comply, and must ensure its personnel and subcontractors comply, with all applicable laws in connection with an Order, including the bribery of foreign public officials offence in the Criminal Code Act 1995 (Cth), the Autonomous Sanctions Act 2011 (Cth) and the Charter of the United Nations Act 1945 (Cth), and, where the Products or any part of them originate in, or transit through, the United States, the U.S. Export Administration Regulations and sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control.

(b) Seller must not offer, give, or promise to give, any bribe, kickback or other improper benefit to any person in connection with an Order.

(c) Seller warrants that neither it, nor any person who owns or controls it, is the subject of any sanctions administered by Australia, the United States, the United Nations or the European Union, and must notify Integral immediately in writing if this warranty ceases to be true.

(d) Seller must, before an Order is placed, disclose in writing any export control classification, licence requirement, or end-use or end-user restriction applicable to the Products, sufficient to allow Integral and its Customers to comply with their own obligations. Integral's and its Customers' compliance with any such disclosed restriction is a condition of any right or licence granted under the Order.

14 LIMITATION OF LIABILITY

(a) Subject to clauses 14(c) and (d), Integral's aggregate liability arising out of or in connection with an Order, whether in contract, tort (including negligence), under statute or otherwise, is limited to the Price paid or payable by Integral under that Order.

(b) Integral is not liable to Seller for any indirect or consequential loss, or any loss of profit, revenue, anticipated savings, or business opportunity, arising out of or in connection with an Order.

(c) Nothing in these Terms limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or wilful misconduct; (c) a breach of clause 11 or 12; (d) an indemnity given under clause 9; or (e) any liability that cannot lawfully be limited or excluded.

(d) The limitations in this clause 14 apply for the benefit of Integral only and do not limit or reduce Seller's liability to Integral, which remains as set out elsewhere in these Terms and at law.

15 TERMINATION

(a) Integral may terminate an Order, or these Terms generally as they apply to future Orders, immediately by written notice if Seller: (a) commits a material breach of the Agreement that is not remedied within 10 Business Days after written notice; (b) becomes insolvent, or has an administrator, receiver, receiver and manager, controller or liquidator appointed over it or any of its assets; or (c) breaches clause 13 (Compliance, Anti-Bribery, Sanctions and Export Control).

(b) Integral may also terminate an Order for convenience on 30 days' written notice to Seller, subject to clause 2(c).

(c) Termination of an Order does not affect any right or liability that accrued before termination

16 ASSIGNMENT AND SUBCONTRACTING

(a) Seller must not assign, novate or subcontract an Order, in whole or in part, without Integral's prior written consent (which, for subcontracting of routine, non-material obligations, must not be unreasonably withheld), and Seller remains fully responsible for the acts and omissions of any permitted subcontractor as if they were its own.

(b) Integral may assign or novate an Order, or these Terms, to a related body corporate of Integral, or to a purchaser of all or substantially all of the business to which the Order relates, by written notice to Seller.

17 NOTICES

(a) Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

(i) must be in writing and signed by the sender or a person duly authorised by the sender;

(ii) must be addressed and delivered to the intended recipient by prepaid post or by

hand or email to the address or email address of the representative of the party as specified in the Order, or as last notified by the intended recipient to the sender; and

(iii) will be conclusively taken to be duly given or made when delivered, received or left at the above email address, or address. If delivery or receipt occurs on a day that is not a business day in the place to which the Notice is sent or is later than 4pm (local time) at that place, it will be conclusively taken to have been duly given or made at the commencement of business on the next business day in that place.

18 MODERN SLAVERY

(a) In performing its obligations under these Terms, Seller must:

(i) take all reasonable steps to ensure there is no Modern Slavery in the Seller's operations or supply chains; and

(ii) keep records evidencing the reasonable steps taken to ensure compliance with this clause 18 and provide these records to Integral upon request.

(b) Seller represents and warrants that, to the best of its knowledge:

(i) it is not aware of any Modern Slavery in its operations or supply chains; and

(ii) neither it, nor any of its personnel, have been or is the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding an offence or alleged offence in connection with Modern Slavery.

(c) Seller r must immediately notify Integral if Seller becomes aware of any information which Seller knows results in the representations and warranties in clause 18(b) no longer being correct.

19 GENERAL

(a) Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of these Terms.

(b) These Terms and each Order contains the entire agreement between the parties with respect to the Order.

(c) Seller is not an agent or employee of Integral. Nothing in these Terms will be construed to create a partnership, employment, joint venture, or agency relationship between the parties.

(d) No failure to exercise or delay in exercising any right, power or remedy under these Terms operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

(e) The rights, powers and remedies provided to Integral and Seller in these Terms are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.

(f) If a provision of these Terms is or becomes void, illegal or unenforceable, it is severed to the extent necessary, without affecting the enforceability of the remaining provisions.

(g) An Order, and any acceptance, notice or variation under these Terms, may be given or executed electronically, including by email or through Integral's procurement system, and in counterparts, and will be as valid and binding as if given or executed in physical counterparts, in accordance with the Electronic Transactions (Queensland) Act 2001.

(h) These Terms, each Order and, to the extent permitted by law, all related matters including non-contractual matters, are governed by the laws of Queensland, Australia. In relation to such matters each party irrevocably accepts the non-exclusive jurisdiction of courts with jurisdiction in Queensland and waives any right to object to the venue on any ground.

20 DEFINITIONS AND INTERPRETATION

20.1 DEFINITIONS

The following definitions apply unless the context requires otherwise.

(a) "ACL" means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

(b) "Agreement" means, in relation to an Order, that Order together with these Terms and any document expressly and specifically incorporated by reference on the face of that Order (such as an agreed statement of work).

(c) "Business Day" means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.

(d) "Confidential Information" means information disclosed by or on behalf of Integral to the Seller in connection with an Order that is marked or described as confidential, or that a reasonable person would regard as confidential given its nature or the circumstances of disclosure, including pricing, technical, financial and Customer information, but excluding information that is or becomes public other than through breach of these Terms, was already known to the recipient free of any confidentiality obligation, is independently developed without reference to the disclosed information, or is required by law to be disclosed.

(e) "Customer" means a customer or end user of Integral to whom Integral sells, resells, licenses, sublicenses or otherwise on-supplies Products or Services acquired under an Order.

(f) "GST" has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

(g) "Goods" means hardware, equipment and other tangible products described in an Order.

(h) "Integral" means and, where the context permits, Integral Technology Solutions Pty Ltd (ABN 38 097 602 901) and any related body corporate (as defined in the Corporations Act 2001 (Cth)) of Integral on whose behalf an Order is issued.

(i) "Intellectual Property Rights" means all present and future intellectual and industrial property rights throughout the world, whether or not registered or registrable, including copyright, patents, trademarks, design rights, circuit layout rights, trade secrets, know-how and rights in Confidential Information.

(j) "Licence Terms" has the meaning given in clause 8.1.

(k) "Order" means a purchase order issued by Integral to Seller (in whatever form or format, including electronically or through a procurement system) for the supply of Products and/or Services, incorporating these Terms.

(l) "Personal Information" has the meaning given in the Privacy Act 1988 (Cth).

(m) "PPSA" means the Personal Property Securities Act 2009 (Cth), and expressions used in clause 7 that are defined in the PPSA have the same meaning as in the PPSA.

(n) "Price" means the price for Products and/or Services specified in an Order.

(o) "Products" means Goods and/or Software specified in an Order.

(p) "Services" means any services (including implementation, professional, support, maintenance or subscription-related services) specified in an Order.

(q) "Software" means software, software-as-a-service, cloud, platform or subscription offerings, licences and associated documentation specified in an Order.

(r) "Seller" means the entity identified as Seller or vendor on the face of an Order.

(s) "Seller Terms" has the meaning given in clause 1.2.

20.2 INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

(a) the singular includes the plural and conversely;

(b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(c) a reference to a person includes any Body Corporate, unincorporated body or other entity and conversely;

(d) a reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns;

(e) a reference to any agreement or document (including a reference to this Agreement) is to that agreement or document as amended, notated, supplemented, varied or replaced from time to time, where applicable, in accordance with this Agreement or that other agreement or document;

(f) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;

(g) a reference to conduct includes any omissions, statement or undertaking, whether or not in writing;

(h) a reference to includes, means includes without limitation; and

(i) all references to $ are to Australian dollars, unless otherwise specified.