softsource VBRIDGE
computing a better way

SOFTSOURCE VBRIDGE

Terms of Sale

CLOUD SERVICES

Cloud Terms of Sale

These terms and conditions ("Cloud Terms of Sale" or "Agreement") entered into between you ("the Client") and Softsource Limited and Virtual Bridge Limited (collectively trading as Softsource vBridge) govern the purchase of the Cloud Services from Softsource vBridge. These Cloud Terms of Sale are effective upon your:

(a)   placement of an online or offline order for cloud services that is accepted by Softsource vBridge;

(b)   accessing or using the Cloud Services purchased through Softsource vBridge; or

(c)   access and use of Softsource vBridge's online ordering tools, Website and Cloud Services portal (collectively, "Order").

Softsource vBridge may, from time to time and at its sole option, revise this Agreement without notice by posting a new form of Agreement on its website at www.svbgroup.co.nz (the "Website"). The Agreement posted on the Website at the time Softsource vBridge accepts your order governs that purchase.

1   DEFINITIONS

"Cloud Service(s)" means:

(a)   the third-party services and any software or other materials described in the Service Provider Terms; and

(b)   any ancillary services provided by the Service Provider in connection with such services, as described in the Service Provider Terms and offered for sale by Softsource vBridge under an Order.

"Fees" means the amounts due for use of the Cloud Services purchased by the Client under the Order.

"Softsource vBridge Services" means any Softsource vBridge performed managed, technical or consulting services performed or delivered by Softsource vBridge in connection with the third party provided Cloud Services as may be set forth in the Client's Order or mutually agreed upon Statement of Work ("Statement of Work" or "SOW"). Softsource vBridge Services are delivered pursuant to Softsource vBridge's Terms of Sale for Services located at http://www.svbgroup.co.nz/assets/legal/svb-terms-of-sale.pdf and incorporated by reference in this Agreement specifically for Softsource vBridge Services only.

"Service Level Agreement" or "SLA" means the service levels or service level agreements, if any, set forth in the Service Provider Terms.

"Service Provider" means the entity that provides the subscription-based Cloud Services described in the Service Provider Terms and offered by Softsource vBridge under the Order.

"Service Provider Facilities" means any infrastructure of a Service Provider or its licensors in connection with the provision of the Cloud Services or technical support, including, without limitation, software programs, hardware, data centres, networks, systems, websites, technology, or other facilities or resources provided or operated by, or on behalf of, a Service Provider or its licensors in connection with the provision of the Cloud Services.

"Service Provider Terms" means, collectively, a Service Provider's description of Cloud Services, terms of use/service, direct agreements entered into with the Client, and SLAs, if any, all of which may be amended or otherwise updated unilaterally by the Service Provider from time to time.

"Special Terms Addendum" or "Special Terms and Conditions" means any terms and conditions that are specific to the particular Softsource vBridge Services or a Service Provider and added as an addendum to the Cloud Terms of Sale or provided to the Client at the time of purchase. To the extent such terms differ or conflict with these Cloud Terms of Sale, the Special Terms and Conditions shall govern.

"Subscription Period" means the monthly, yearly or other period as identified in the Order that begins the date Cloud Services commence for such Subscription Period.

"Term" means collectively, the "Initial Term" and any "Renewal Term," as those terms are defined in Section that begins as of the Effective Date of the Order.

2 SCOPE OF CLOUD SERVICES

2.1   Softsource vBridge is re-selling and/or soliciting Orders on behalf of the Service Provider for Cloud Services performed or otherwise provided by the Service Provider or its affiliates, subcontractors, successors, or assigns. Unless Softsource vBridge Services are specifically being purchased by Client either individually or bundled with a Cloud Service as set forth in Client's Order, Softsource vBridge is not responsible for any third-party services related to the implementation or configuration of Cloud Services.

2.2   Use of the Cloud Services is governed by the Service Provider's Terms, as well as the following usage notices and limitations. The Client assumes all risks, costs, and expenses in connection with the use of the Cloud Services.

2.3   Cloud Services sold by Softsource vBridge under the Order will be performed or otherwise provided by the Service Provider in accordance with the Service Provider Terms. The Client shall comply with the Service Provider Terms and look to the Service Provider for compliance of the Service Provider's responsibilities under those terms. The Client acknowledges that the Service Provider may, at any time, amend Cloud Services descriptions or otherwise update them and any documentation relating thereto, including, without limitation, any specifications for the Cloud Services for any reason including, without limitation, legal, safety, business, or technical considerations.

2.4   The Client will not have any recourse under this Agreement to Softsource vBridge in respect of any updated or amended Service Provider Terms. Service Provider Terms in effect at commencement of each Subscription Period are subject to changes by the Service Provider. The Client acknowledges and agrees that the Client shall be solely responsible for periodically reviewing the designated URL(s) or a successor URL of the Service Provider to understand and perform in accordance with such amended or otherwise updated versions.

2.5   The Client is purchasing Cloud Services in the territory for use within the territory in which the Client is based, unless otherwise specifically provided for within the Service Provider Terms, or as mutually agreed upon in writing by authorised representatives of each party.

2.6   The Client acknowledges that the Cloud Services may be provided by the Service Provider from Service Provider Facilities anywhere in the world and the Service Provider may, at any time, transfer the provision of the Cloud Services from one installation to another. There is no guarantee that any such installation, or part thereof, is dedicated to the sole use of the Client. Transfer, transmission, distribution, posting, uploading, storage, downloading, and the retrieval of any

information, software, technology, or other technical data via the Cloud Services may be subject to foreign export, import, privacy, or data security laws.

3 THE CLIENT'S RESPONSIBILITIES

3.1 In addition to any other duties of the Client set out within these Cloud Terms of Sale, the Client is responsible for the following:

(a) maintaining the security of its networks, servers, applications and access codes, including, without limitation, the backup and other protection of its system and data, against loss, damage or destruction by third parties;

(b) providing information reasonably requested by Softsource vBridge or the Service Provider, including, without limitation, any technical and related information, and any consents that Softsource vBridge or the Service Provider may need from the Client necessary for the Service Provider to enable the Cloud Services and shall otherwise undertake the responsibilities applicable to the Client set forth in the Service Provider Terms;

(c) working with Softsource vBridge and the Service Provider to resolve performance issues as necessary.

3.2 The Client shall comply with, and agrees that it is its responsibility to adhere to, all applicable law in connection with the Client's use of the Cloud Services. Cloud Services may also be subject to export regulations. The Client acknowledges this possibility and accepts full responsibility for and agrees to comply fully with applicable law and all export regulations, including obtaining export licenses. The Client represents and warrants that no technical data will be exported under the Order except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The Client shall be solely responsible for any claims, losses, costs, liability and charges, including reasonable legal fees, incurred by Softsource vBridge as a result of Client's breach of this provision.

3.3 Softsource vBridge may assume, without inquiry or liability, that any person in possession of the Client's account information or access codes has the authority to access the Client's account or the Cloud Services, or modify the Client's account. The Client must immediately notify Softsource vBridge in writing of any unauthorised use of such information or codes.

3.4 The Client shall comply with all relevant legislation applicable to the use of the internet and shall conform to the protocols and standards published on the internet from time to time and adopted by the majority of internet users. Softsource vBridge reserves the right to edit or remove any post or transmission by the Client that, in Softsource vBridge's judgment, is not appropriate, reasonably believes may violate applicable laws or regulations, or portrays Softsource vBridge or the Service Provider in a false, misleading, derogatory, or offensive manner.

4 PRICES AND PAYMENT TERMS

4.1 The Client shall pay Softsource vBridge the Fees, plus GST and any other applicable taxes identified in the Order. Fees include:

    (a) recurring charges for the applicable billing period; and

    (b) non-recurring set up and other one-off charges (including but not limited to domain set-up charges), if any, for the applicable billing period

4.2 The Client may provide Softsource vBridge with a tax exemption certificate at the time of purchase, which will be subject to review and acceptance by Softsource vBridge.

4.3 Softsource vBridge reserves the right to make adjustments to pricing for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, Service Provider price changes or changes to supplier/partner programs, and errors in advertisements.

4.4 Charges for the Cloud Services will commence from the date the Cloud Services are made available by Service Provider to Client and are non-refundable once consumed, unless otherwise mutually agreed in writing. The parties agree that all future increases in quantities used, enabled or consumed for existing purchased Cloud Services will be invoiced on an actual use basis. If new Cloud Services or features are procured, the Client will need to provide a purchase order number or other such authorisation or any such net-new Cloud Services.

4.5 Softsource vBridge will invoice the Client the Fees in accordance with the Service Provider's invoicing rules and frequency indicated in the Order or at the time of purchase or as otherwise advised. These can be subject to change from time to time by the Service Provider. Client must pay all invoices in full within thirty (0) days of the invoice date.

4.6 Softsource vBridge may charge default interest on overdue amounts. Default interest will be calculated from the due date to the date of payment (both inclusive) at % per annum. You will be responsible for Softsource vBridge's costs of collection for any payment default, including, but not limited to, debt collection costs, court costs, filing fees and lawyer's fees. Without limiting any other right or remedy available to Softsource vBridge, Softsource vBridge may, in its sole discretion, suspend performance of the Cloud Services until payment is received.

4.7 To apply for credit in connection with a purchase of Cloud Services under this Agreement, the Client must establish an account with Softsource vBridge. The Client agrees to promptly:

    (a) provide certain accurate, current and complete information as reasonably required by Softsource vBridge to process a credit application or Order, or by the Service Provider to provision the Cloud Services or provide technical support; and

(b)   maintain and update such information to keep it accurate, current and complete, including but not limited to, changes to the Client's billing address or e-mail address, the names of its authorised personnel, or changes in applicable credit-card information (including, without limitation, any expiration or cancellation of the credit card). If the Client has selected to use a credit card as its method of payment, then the Client authorises Softsource vBridge to charge that credit card for such Fees until the Cloud Services are terminated in accordance with these Cloud Terms of Sale. Credit card payments will be subject to a surcharge.

4.8   Unless otherwise provided by the Service Provider and to the extent that a Cloud Service credit is due to the Client in accordance with the Service Provider Terms, the parties agree that any credit due will be credited by Softsource vBridge to the Client's account within a reasonable time after Softsource vBridge's receipt of the corresponding credit amount from the Service Provider following the Service Provider's verification of the Client's claim. The Client expressly acknowledges and agrees that Softsource vBridge is not obliged to provide any Cloud Service credit if the Service Provider is unable to verify, or otherwise rejects the Client's claim for any reason whatsoever, or if the Service Provider fails to provide the Cloud Service credit for any reason even if it has verified Client's claim. Any credits or termination rights described under the SLA shall be the sole and exclusive remedy of the Client in connection with any unavailability of the Cloud Services or breach of the SLA.

5   TERM AND TERMINATION

5.1   Unless earlier terminated in accordance with this clause, the initial term of the Client's subscription of Cloud Services shall commence on the later of:

(a)   the effective date specified in the Order; or

(b)   the date the Cloud Services are made available to the Client by the Service Provider as notified by the Service Provider to Softsource vBridge,

("Initial Term", which is the same as the initial Subscription Period identified on the Order).

5.2   Upon expiration of the Initial Term, the Client's subscription of Cloud Services will automatically renew for additional, successive terms (each a "Renewal Term") unless the Client or Softsource vBridge provides notice of non-renewal to Softsource vBridge in accordance with clause   Notice of non-renewal for a monthly Subscription Period must be given at least 0 days prior to the end of the then-current Subscription Period. Notice of non-renewal for a Subscription Period of

greater than month must be given at least days prior to the end of the then-current Subscription Period.

5.3 Regardless of any delay, previous neglect or waiver of their respective rights under this clause Softsource vBridge may terminate these Terms by giving written Notice of termination to the Client if any of the following events occur:

(a) the Client breaches this Agreement and such breach is incapable of being remedied, or, if capable of being remedied, continues unremedied for 0 working days after written notice of such breach has been given to the Client;

(b) if the Client commits an act of bankruptcy or makes any assignment or composition with its creditors;

(c) the Client is or becomes unable to pay its debts as they fall due or are deemed or are unable to pay such debts as defined in any applicable limited company legislation or the Client suspends payment to its creditors or cease or threaten to cease to carry on its working or convene a meeting of its creditors to propose a scheme of arrangement;

(d) liquidation proceedings are commenced for the Client;

(e) the Client has a receiver or manager or statutory manager appointed;

(f) the Client does or permits anything that causes significant or material harm to Softsource vBridge, the Service Provider, the Cloud Services, or Softsource vBridge's or the Service Provider's reputation and goodwill;

(g) the Client breaches any of the Client Responsibilities set out in clause

5.4 If the Service Provider terminates any part or all of the Cloud Services in connection with any "Use Issues" as defined in this clause, the Client shall be deemed to have been in material breach of the Order. "Use Issues" means the Client's misuse of Cloud Services in violation of the Order, the Service Provider Terms or Other Related Terms, or due to any other act or omission of the Client. Notwithstanding anything to the contrary in this clause, if the Service Provider terminates any part or all of the Cloud Services in connection with any Use Issues, Softsource vBridge may terminate the Order, in whole or in part, upon written notice with immediate effect unless indicated otherwise in such notice.

5.5 Softsource vBridge shall not be deemed in default of this Agreement if the Service Provider withholds provision of Cloud Services or suspends or terminates the Client's access to, or use of, Cloud Services, or any part thereof. Any such action by the Service Provider does not give the Client the right to terminate the Order.

5.6 Once Cloud Services are made available for use by the Client, this Agreement may not be terminated or suspended by the Client for convenience.

5.7 This Agreement will automatically terminate with immediate effect, without any liability for Softsource vBridge in respect of such termination, upon written notice to the Client if the Service Provider terminates its agreement with Softsource vBridge

to resell Cloud Services. If this Agreement is entered into by Softsource vBridge and the Client before the Service Provider agrees to provide the Cloud Services to the Client, and if the Service Provider then refuses to make the Cloud Services available to the Client for any reason, Softsource vBridge may immediately terminate this Agreement.

The provision of the Cloud Services may be withheld or the Cloud Services may be suspended or terminated, in whole or in part, by the Service Provider, if:

(a)   the Client uses the Cloud Services in violation of the Service Provider Terms, or any Other Cloud Service-Related Terms, if applicable; or

(b)   under circumstances described in the Service Provider Terms and any such action by the Service Provider does not give the Client the right to terminate this Agreement. Fees will continue to accrue for the duration of any withholding or suspension of the Cloud Services, or any part thereof based upon the Subscription Period. The Client shall be responsible to pay for such Fees in accordance with this Agreement. If the Service Provider charges Softsource vBridge for any remedial work that becomes necessary as a direct result of any Use Issues, Softsource vBridge shall charge the Client and the Client will pay Softsource vBridge such charges within 0 days of Softsource vBridge's invoice date. In addition, if any Cloud Services disconnection or suspension pursuant to this subsection results in the requirement of a reasonable reinstatement fee or if the Service Provider suspends any Cloud Services due to the Client's acts or omissions and requires an increase in the fees payable by Softsource vBridge to the Service Provider as a prerequisite for the Service Provider to resume making the Cloud Services available for the Client, the Client agrees to pay such additional fees as invoiced by Softsource vBridge.

5.8   The Client may have certain rights to terminate Cloud Services but only as expressly provided under the Service Provider Terms, provided however that the Client must first be in compliance with all applicable termination-related processes and other requirements set forth in the Service Provider Terms. The Client must provide Softsource vBridge prior written notice of the Client's election to exercise such termination rights, and any such election shall be exercised in accordance with the applicable Service Provider Terms and subject to the Service Provider's approval.

5.9   Termination or expiry of the agreement does not affect either party's rights and obligations that accrued before that termination or expiry, including the right of Softsource vBridge to recover any Fees, costs or payments due under this Agreement.

5.10   Clauses which, by their nature, are intended to survive termination or expiry of the agreement continue in force.

5.11   On termination or expiry of the agreement, the Client must:

(a)   Immediately cease use of the Cloud Services and shall return all Confidential Information in its power or possession to Softsource vBridge;

(b) Pay all Fees for Softsource vBridge or Service Provider Cloud Services provided prior to that termination or expiry which on termination will become immediately due and payable, together with the Fees that would be due for the remainder of the unexpired Subscription Period.

5.12 In the event of termination, the Client will not be entitled to a refund or part refund of any Fees already paid.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Your obligations under this clause will survive the termination of this Agreement.

6.2 The Service Provider, its licensors, subcontractors, or suppliers will retain all rights, title, and interests in any pre-existing intellectual property that is owned by the Service Provider, its licensors, subcontractors, or suppliers and to the Cloud Services and Service Provider Facilities as well as any derivative works thereof ("Service Provider IP").

6.3 The Client agrees:

6.4 it will not at any time question, dispute or challenge ownership of or rights to the Service Provider IP or assist any third party to do so.

6.5 its use of the Service Provider IP will not create any independent right to such Intellectual Property.

6.6 it will not do anything to infringe, misappropriate or otherwise adversely affect the Service Provider's rights to the Service Provider IP.

7 CONFIDENTIAL INFORMATION

7.1 Except as otherwise expressly provided herein, each party must, unless it has the prior written consent of the other party:

7.2 keep confidential at all times the Confidential Information (as defined in clause , below) of the other party;

7.3 effect and maintain reasonable security measures to safeguard the other party's Confidential Information from unauthorised access or use; and

7.4 disclose the other party's Confidential Information to its personnel or professional advisors on a need-to-know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of this clause.

7.5 Confidential Information means any information that is marked or otherwise identified as confidential or proprietary at the time of disclosure and includes, but is not limited to, trade secrets, know-how, inventions, techniques, data, customer lists, personal data (being any non-public information relating to an identified or identifiable individual that may be subject to further obligations of confidentiality under applicable privacy laws), financial information, sales and marketing plans of the other party, its affiliates, or its customers.

7.6 Both parties acknowledge the confidential and proprietary nature of any Confidential Information and acknowledge the irreparable harm that could result if Confidential Information is disclosed to a third party or used for unauthorised purposes.

7.7 Each party agrees to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this Agreement.

7.8 Upon request of the owner of Confidential Information, the other party will promptly return all materials incorporating any Confidential Information and any copies.

7.9 The obligations under this clause do not apply to information that:

(a) is or becomes generally known or in the public domain through no act or omission of the other party;

(b) was lawfully in Softsource vBridge's or your possession without restriction as to use or disclosure before its receipt from the other party;

(c) is received from, or was made available to, a third party without any obligation of confidentiality;

(d) was independently developed;

(e)   is otherwise permitted to be disclosed under the Agreement;

(f)   is disclosed with the prior written consent of the disclosing party; or

(g)   is required to be disclosed in any civil or criminal legal proceeding, regulatory proceeding or any similar process, however, the party required to make the disclosure under the law shall give prompt notice of this to the other party prior to such disclosure so that the other party may seek an appropriate protective order or give its written consent to such disclosure.

8   WARRANTIES AND LIABILITIES

8.1   Except as provided in clause , under no circumstances will Softsource vBridge or its employees or other agents be liable in contract, tort (including negligence) or any other principle of legal liability, or to compensate the Client for any loss, injury, or damage arising directly or indirectly from:

(a)   any act, omission, error, default or delay by Softsource vBridge or its employees, personnel or other agents;

(b)   any act, omission, error, default or delay in respect of the provision, delivery or otherwise of the Cloud Services;

(c)   the failure by Softsource vBridge to provide the Cloud Services;

(d)   default or delays in delivering the Cloud Services caused by the Client's failure to provide accurate instructions, information, access to facilities or a suitable product or application environment;

(e)   any failure of the Cloud Services; or

(f)   any failure of anything provided as part of, or in association with the Cloud Services; or

(g)   whether the loss, injury or damage is the direct or indirect result of negligence or otherwise.

8.2   In any event, under no circumstances will Softsource vBridge, its employees, personnel or other agents be liable to the Client in contract, tort (including negligence) or any other principle of legal liability, for loss (whether direct or indirect) of profits, working or anticipated savings or for any indirect or consequential loss whatsoever.

8.3   If for any reason Softsource vBridge is liable to the Client in contract, tort, (negligence) or any other principle of legal liability, the maximum aggregate liability of Softsource vBridge to the Client under or in connection with this Agreement or relating to the Cloud Services will not exceed Softsource vBridge's margin earned from the Fees paid by the Client to Softsource vBridge for the Cloud Services provided to the Client during the subscription period in which the event causing such liability occurred. Under no circumstances will Softsource vBridge's aggregate

maximum liability to the Client for damages in relation to or arising from this Agreement or the supply of Cloud Services exceed the total of Softsource VBridge's margin earned from the Fees paid by the Client to Softsource vBridge for the Cloud Services under this Agreement during the preceding twelve-month period immediately preceding the event giving rise to such liability.

8.4   Each limitation or exclusion in this clause and each protection given to Softsource vBridge by any provision of this clause is to be interpreted as a separate limitation or exclusion applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances.

8.5   So far as the law permits, all conditions and warranties on the part of Softsource vBridge which might be implied into this Agreement by statute or otherwise, and, in relation to Softsource vBridge's provision of the Cloud Services to the Client, are excluded. To the extent that they cannot be excluded, liability for them is limited to $

8.6   Softsource vBridge provides no warranty in connection with the Cloud Services, any technical support provided by the Service Provider in connection with the Cloud Services, or any Service Provider Facilities. The Cloud Services and any technical support provided by the Service Provider are sold or otherwise provided by Softsource vBridge to the Client "as-is". No advice or information, whether oral or written, obtained by the Client from Softsource vBridge (including, without limitation, its sales representatives), or from Softsource vBridge's or the Service Provider's website, will create any warranty by Softsource vBridge not expressly stated in this Agreement.

8.7   Softsource vBridge makes no representation concerning the quality of the Cloud Services and does not represent or promise that they will:

(a)   Meet the Client's requirements or be suitable for a particular purpose.

(b)   Fulfil or meet any statutory role or responsibility.

(c)   Be secure, free of viruses or other harmful code, uninterrupted or error free.

8.8   Softsource vBridge and the Client agrees that they are supplying and acquiring the Cloud Services for business purposes and pursuant to section D of the Fair Trading Act (FTA) they contract out of sections , A, and () of the FTA and pursuant to s of the

Consumer Guarantees Act (CGA) they agree that the provisions of the CGA do not apply to these Terms.

8.9 No action, whether for indemnification or otherwise, regardless of form, arising out of this Agreement, may be brought by either party more than year after the damage, loss or expense occurred.

8.10 0Cloud Services sold by Softsource vBridge are not designed for use in life support, life sustaining, nuclear or other applications in which failure could reasonably be expected to result in personal injury, loss of life or catastrophic property damage.

9   INDEMNITY

9.1 The Client will indemnify, defend and hold harmless Softsource vBridge, its officers, directors, employees, agents and affiliates from and against any liability, claim, proceeding, damages, costs, or expenses (including the actual legal fees charged by Softsource vBridge's lawyers) incurred in connection with any claims or actions by the Service Provider or any other third parties arising out of or resulting from:

(a) any Client provided data, information or content passing through the Cloud Services and/or the Service Provider's network;

(b) unauthorised or misuse of Cloud Services by the Client, its employees or agents;

(c) the Client's failure to comply with applicable laws;

(d) the Client's failure to pay Softsource vBridge for the full Term, regardless of the Service Provider performance issues;

(e) the Client's failure to comply with these Cloud Terms of Sale; and/or

(f) any other loss that Softsource vBridge may suffer or incur arising directly or indirectly in connection with the performance of the Cloud Services to the extent caused by the Client's negligence or wilful acts or omissions.

10   GENERAL

10.1 The terms of this Agreement are governed by and construed in accordance with the laws of New Zealand for the time being in force, and the parties agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

10.2 Softsource vBridge may in its sole discretion assign or novate all or any of its rights, duties and obligations under the terms of this Agreement without the Client's consent. The Client shall, if so required by Softsource vBridge, execute all documentation necessary to give full effect to any such assignment or novation. The

Client may not assign this Agreement or any of its rights or obligations without the prior written consent of Softsource vBridge.

10.3 Softsource vBridge will not liable for failure to fulfill its obligations under this Agreement or for delays in delivery or performance due to causes beyond its reasonable control. Softsource vBridge's time for performance of any such obligation will be extended for the time period of such delay, or Softsource vBridge may, at its options, cancel any order or remaining part thereof, without liability, upon notice to the Client.

10.4 No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both the Client and Softsource vBridge.

10.5 No failure or delay on the part of either party to exercise any right or remedy under this Agreement is a waiver of such right or remedy nor does any single or partial exercise of any right or remedy under this Agreement preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

10.6 If any term of this Agreement is illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, legislation or other provisions having the force of law or any decision of any court or other body or authority having jurisdiction, such term will be deemed to be deleted from this Agreement.

10.7 Any written notices to be provided under this Agreement must be in writing and will be deemed received upon the earlier of:

(a)　actual receipt;

(b)　three () days after mailing, if mailed postage prepaid by regular mail or airmail; or

(c)　one () day after such notice is sent by courier or email transmission.

(d)　Notices to Softsource vBridge shall be addressed to:

(e)　Building F Tawa Drive Albany Auckland 0, and Attention: Legal Department; or

(f)　By email to servicedesk@softsource.co.nz.

10.8 Notices to the Client shall be addressed to the email or mailing address on file with Softsource vBridge or as shown on public records.

10.9 The parties have considered section 0 of the Contract and Commercial Law Act 0(Statement, promise, or undertaking during negotiations) and acknowledge that this Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to its subject matter. Any conflicting, additional or different terms contained

in any other agreement or invoice, as the case may be, are expressly rejected, unless the modified terms are specifically referenced and mutually agreed upon in writing.

11 ADDITIONAL SPECIAL TERMS & CONDITIONS

11.1 Softsource vBridge terms for professional services (initially reproduced here)

11.2 Microsoft CSP - Office