

From: s47E(d)
To: s47F
Cc: s47F
Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]
Date: Wednesday, 25 August 2021 12:04:00 PM

OFFICIAL

Hello s47F ,

I thought I'd check in to see how things had progressed. If it will help in any way my project director has advised s47E(d) happy to discuss getting your services engaged for our tender board via telephone to see if there's anything we can do on our end to help matters or answer any questions. Please let me know if you would like me to set this up as we remain keen to engage your services for our board next week.

Kind Regards,

s47E(d)

Central West | Assistant Project Officer
Capital Facilities & Infrastructure Branch
Estate & Infrastructure Group

Department of Defence

s47E(d) | Brindabella Business Park, Canberra ACT 2609
T: s47E(d) **M:** s22 **E:** s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)

s22

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From: s47F <s47F@viqsolutions.com.au>
Sent: Friday, 20 August 2021 1:30 PM
To: s47E(d) <s47E(d)@defence.gov.au>
Cc: s47F <s47F@viqsolutions.com.au>
Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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Hello s47E(d)

Thanks for the follow up. The agreement is quite complex and so is with our internal legal team for review. Normally sales made by VIQ are in accordance with the VIQ terms and conditions of sale

which are referenced here [Terms of Sale Agreement » VIQ Solutions AU](#) Because there is a requested deviation from these terms, it must be cleared by our legal department.

Many thanks

s47F

VIQ Solutions Pty Limited.

P 1300 502 819

M +s47F

E s47F [@vigsolutions.com.au](mailto:s47F@vigsolutions.com.au)

W www.vigsolutions.com.au

From: s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)>

Sent: Friday, 20 August 2021 12:09 PM

To: s47F [@vigsolutions.com.au](mailto:s47F@vigsolutions.com.au)>

Cc: s47F [@vigsolutions.com.au](mailto:s47F@vigsolutions.com.au)>

Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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OFFICIAL

Hi s47F

How are things going with the short contract document? Do you have any concerns or questions I can help with?

Kind Regards,

s47E(d)

Central West | Assistant Project Officer
Capital Facilities & Infrastructure Branch
Estate & Infrastructure Group

Department of Defence

s47E(d) | Brindabella Business Park, Canberra ACT 2609

T: s47E(d) **M:** s22 **E:** s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)

s22

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email immediately.

From: s47F [redacted] <s47F@viqsolutions.com.au>
Sent: Monday, 16 August 2021 5:47 PM
To: s47E(d) [redacted] <[s47E\(d\)@defence.gov.au](mailto:s47E(d)@defence.gov.au)>
Cc: s47F [redacted] <s47F@viqsolutions.com.au>
Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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Sure s47E(d) [redacted], I'll take a look and get back to you.

Kind Regard

s47F [redacted]
[redacted]

VIQ Solutions Pty Limited.

P 1300 502 819

M s47F [redacted]

E s47F [redacted] <s47F@viqsolutions.com.au>

W www.viqsolutions.com.au

From: s47E(d) [redacted] <[s47E\(d\)@defence.gov.au](mailto:s47E(d)@defence.gov.au)>
Sent: Monday, 16 August 2021 10:39 AM
To: s47F [redacted] <s47F@viqsolutions.com.au>
Cc: s47F [redacted] <s47F@viqsolutions.com.au>
Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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OFFICIAL

Hi s47F [redacted],

s47F [redacted] advised that you would be moving this forward for us. As I mentioned to s47F [redacted] I've attached the short contract for the service. If you can please review it, complete the sections in the contract particulars, PDF, sign and return we can finalise the arrangements. Also as mentioned we're happy to accept the quote provided by s47F [redacted] on 12 August.

If you have any questions or comments please feel free to give me a call.

Kind Regards,

s47E(d)

Central West | Assistant Project Officer
Capital Facilities & Infrastructure Branch
Estate & Infrastructure Group

Department of Defence

s47E(d) | Brindabella Business Park, Canberra ACT 2609

T: s47E(d) M: s22 E: s47E(d) @defence.gov.au

s22

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From: s47F @vigsolutions.com.au>

Sent: Friday, 13 August 2021 4:33 PM

To: s47E(d) @defence.gov.au>

Cc: s47F @vigsolutions.com.au>

Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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Hi s47E(d)

That will be great.

s22 You probably noted I have been copying in my colleague s47F will be your contact point during that time, able to pick up where we have left off on Monday and finalise arrangements for you.

Warm regards,

s47F

VIQ Solutions Pty Limited

M s47F

E s47F

W www.vigsolutions.com.au

From: s47E(d) [redacted] <[redacted]@defence.gov.au>
Sent: Friday, 13 August 2021 1:31 pm
To: s47F [redacted] <[redacted]@vigsolutions.com.au>
Cc: s47F [redacted] <[redacted]@vigsolutions.com.au>
Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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OFFICIAL

Hi s47F [redacted]

s47E(d) [redacted] I can send you the contract by Monday? I have to put in some specific details for this engagement and then clear it with our legal advisor.

s47E(d) [redacted]

Central West | Assistant Project Officer
Capital Facilities & Infrastructure Branch
Estate & Infrastructure Group

Department of Defence

s47E(d) [redacted] | Brindabella Business Park, Canberra ACT 2609
T: s47E(d) [redacted] **M:** s22 [redacted] **E:** s47E(d) [redacted] <[redacted]@defence.gov.au>

s22 [redacted]

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From: s47F [redacted] <[redacted]@vigsolutions.com.au>
Sent: Friday, 13 August 2021 3:06 PM
To: s47E(d) [redacted] <[redacted]@defence.gov.au>
Cc: s47F [redacted] <[redacted]@vigsolutions.com.au>
Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

 **EXTERNAL EMAIL:** Do not click any links or open any attachments unless you trust the sender and know the content is safe. 

Hello again s47E(d) [redacted]

Apologies for the second email – would you mind sending through the s47E(d) [redacted] short contract as noted below?

s47F

VIQ Solutions Pty Limited

M s47F

E s47F

W www.viqsolutions.com.au

From: s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)>

Sent: Friday, 13 August 2021 10:18 am

To: s47F [@viqsolutions.com.au](mailto:s47F@viqsolutions.com.au)>

Cc: s47F [@viqsolutions.com.au](mailto:s47F@viqsolutions.com.au)>

Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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OFFICIAL

Good Morning s47F

Thank you for the quote, I appreciate the time taken to get it together. I apologise that it took me some time to get back to you, the Department of Defence requires us to undertake a documented assessment for procuring services, the admin can take a day or two.

In good news we would have assessed that your quote represents value for money and we would like to engage your services for the tender evaluation board in September. There are a couple of details below to finalise things. Perhaps an obvious question but I assume that billing would be via your Melbourne office?

s47E(d)

- Our tender period has just closed and based on the number of responses we have refined our requirement to needing the stenographer s47G. Should COVID restrictions prevent in person meeting we will hold our board virtually and provide the details for attending to your stenographer.
- Do you have a standard contract or agreement form? Defence needs a formalised agreement for the engagement of your services. In case you don't have one I can arrange a simple, short contract document.

Again, thank you for your response to my request and we want to engage your services. I look forward to your response.

Kind Regards,

s47E(d)

Central West | Assistant Project Officer
Capital Facilities & Infrastructure Branch
Estate & Infrastructure Group

Department of Defence

s47E(d) | Brindabella Business Park, Canberra ACT 2609
T: s47E(d) M: s22 E: s47E(d) @defence.gov.au

s22

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From: s47F @vigsolutions.com.au>
Sent: Thursday, 12 August 2021 8:30 AM
To: s47E(d) @defence.gov.au>
Cc: s47F @vigsolutions.com.au>
Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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Good morning s47E(d)

Thank you for your patience – it took me a short while to bring together all the information relevant to being able to provide you with on-site stenography services for your panel in September.

We are living in challenging times logistically, s47G however I hope to provide you with enough information to proceed with your decision-making.

s47E(d), 47F, 47G

[Redacted block]

A quote for on-site stenography services is attached - in this estimate, I have estimated that about s47G stenography will be required s47G – in the event that actual hours are different the final invoice would reflect the actual hours of services provided, s47G

[Redacted block]

I hope that the above information is clear and transparent – s47E(d), s47G

[Redacted block]

s47E(d), s47G

Thanks, s47E(d) I look forward to hearing from you.

Warm regards,

s47F

VIQ Solutions Pty Limited

M s47F

E s47F

W www.viqsolutions.com.au

From: s47E(d) <[redacted]@defence.gov.au>

Sent: Tuesday, 10 August 2021 10:21 am

To: s47F <[redacted]@viqsolutions.com.au>

Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

OFFICIAL

Hi s47F

s47E(d)

Cheers,

s47E(d)

Central West | Assistant Project Officer
Capital Facilities & Infrastructure Branch
Estate & Infrastructure Group

Department of Defence

s47E(d) | Brindabella Business Park, Canberra ACT 2609

T: s47E(d) M: s22 E: s47E(d) <[redacted]@defence.gov.au>

s22

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From: s47F <[redacted]@viqsolutions.com.au>

Sent: Tuesday, 10 August 2021 11:40 AM

To: s47E(d) <[redacted]@defence.gov.au>; sales@viqsolutions.com

Subject: RE: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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Good morning s47E(d)

Thanks for considering us to look after your requirements.

I'll gather some information and get back to you in the next 24 hours.

Could I request one additional piece of information: s47E(d)

Thanks; I look forward to hearing back from you.

Warm regards,

s47F

VIQ Solutions Pty Limited

M s47F

E s47F

W www.viqsolutions.com.au

From: s47E(d) <[redacted]@defence.gov.au>

Sent: Tuesday, 10 August 2021 9:30 am

To: sales@viqsolutions.com

Subject: Stenographer for tender evaluation board for Department of Defence held in Canberra in September [SEC=OFFICIAL]

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OFFICIAL

Good Morning,

As introduction I'm on a project team for the Department for Defence delivering infrastructure projects. My project team will be conducting a tender evaluation board in September and we want a stenographer to attend the board to capture the tender board deliberations.

We will be convening the board in September s47E(d), s47G

[redacted]. The board will be convening in person in my branch's office in Canberra's Brindabella Business Park and is anticipating that the board will be running for approximately s47G [redacted] and would require a stenographer in attendance to capture all deliberations.

Can you please provide me with a quote for you to provide a stenographer s47G
[redacted] for in person
attendance at our tender board in Brindabella Business Park. We would be anticipating a
09:30am start on each day.

Please don't hesitate to call me if you have any questions,

s47E(d)

Central West | Assistant Project Officer
Capital Facilities & Infrastructure Branch
Estate & Infrastructure Group

Department of Defence

s47E(d) | Brindabella Business Park, Canberra ACT 2609
T: s47E(d) M: s22 E: s47E(d) [@defence.gov.au](mailto:s47E(d)@defence.gov.au)

s22

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VIQ Solutions

Prepared By s47F Created Date 11/08/2021
Company Address 5915 Airport Road, Suite 700
Mississauga Ontario L4V 1T1
Canada Expiration Date 31/12/2021

Prepared for

Account Name Department of Defence Contact Name s47E(d)
Billing Address Address not provided Phone s47E(d)
Canberra Australian Capital Territory 2600 Email s47E(d) @defence.gov.au
Australia

Product Code	Product	Sales Price	Quantity	Total Price
RTV2100AU	Real-time Verbatim Transcription Services	s47G		AUD 18,000.00
		Subtotal	AUD 18,000.00	
		Tax	AUD 1,800.00	
		Grand Total	AUD 19,800.00	

Notes

s47G

VIQ Solutions USA

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Phoenix, AZ 85014
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+1 (800) 942-4255

VIQ Solutions

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Melbourne, VIC 3000
Australia
+61 (0)3 9248 5678
ABN 37 007 916 056



Australian Government

Department of Defence

Estate and Infrastructure Group

s47E(d)
Assistant Project Officer
Capital Facilities and Infrastructure
Estate and Infrastructure Group
BP26, 26 Brindabella Circuit,
Canberra, ACT 2609

☎: s47E(d)

✉: s47E(d) @defence.gov.au

s47E(d)

VIQ Solutiouns
Level 9, Bourke Street Melbourne, VIC, 3000
s47F @viqsolutions.com.au

Attn: s47F

Dear s47F

PROJECT NUMBER: EST02012
CONSULTANCY SERVICES - Woomera Range Complex Redevelopment

1. Thank you for your quote for the performance of stenographer services (**Services**) referred to in the contract particulars set out at Annex A (**Contract Particulars**) on the terms and other requirements contained in this letter.
2. A description of the project to which the Services relate (**Project**), and the location of the Project (**Site**), is set out in the Contract Particulars.
3. The Contract Administrator will act as the Principal's agent for the purpose of this Contract. Accordingly, the Contract Administrator may, on the Principal's behalf, undertake any act which may be undertaken by the Principal in connection with this agreement.
4. In completing the letter, please fill in the boxes, blank spaces and items marked in **[SQUARE BRACKETS AND BOLD]** including the Contract Particulars. You should also sign the Consultant's execution clause at page 6, and your signature should be witnessed. When you send this letter to the Contract Administrator, this will be your offer for the performance of the Services, which the Contract Administrator may accept for and on behalf of the Principal by signing in the space on page 6 and returning 1 copy of this document to you at your address.
5. If the Contract Administrator accepts your offer for the performance of the Services as contemplated by clause 4, the remaining clauses of this letter will apply to, and will comprise your contract with the Principal for, the performance of the Services (**Contract**).
6. Your role in connection with the Project will be to provide all such professional Services within your area of expertise as may from time to time be required by the Principal, and so as to fulfil the requirements of the brief appended at Annex B (**Brief**).
7. You must comply with the Brief in performing the Services, and with all instructions given to you from time to time by the Contract Administrator in relation to the Project. You must ensure that the Services are completed in a timely manner, and in any event by any completion date stated in the Contract Particulars.

8. You must as part of the Services comply with all the duties and obligations imposed on you by all applicable legislation, including all regulations and other delegated statutory requirements, with all applicable Principal policies, with the requirements of any state, local or other authorities with jurisdiction over the Services, with all applicable Australian Standards, and with any other codes, practices or other requirements which are, or which otherwise may become, applicable to the Services. As you are aware, the Principal takes its responsibilities in relation to work health and safety and environmental issues extremely seriously, and the highest priority must at all times be given to these. Without limiting the foregoing, you must keep the Contract Administrator fully informed of any work health and safety matters arising out of or in connection with the Services (including notifying the Contract Administrator immediately of any notifiable incident as defined in the WHS Legislation), and comply with any instructions from the Contract Administrator in connection with such matters, including through the provision of any information or copies of documentation requested. In addition, you must ensure that in carrying out the Services you comply:
- (a) with all laws and other requirements of the Contract in respect of work health and safety, including the applicable WHS Legislation;
 - (b) with the duty contained in the Commonwealth WHS Legislation, where the applicable WHS Legislation does not prescribe a duty referred to in this agreement as one the Consultant must comply with;
 - (c) with your duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter;
 - (d) with your duty under the WHS Legislation to notify the relevant regulator immediately upon becoming aware that a notifiable incident (within the meaning of the WHS Legislation) has occurred arising out of its business or undertaking; and
 - (e) with your duty under the WHS Legislation to, where a notifiable incident has occurred, to ensure, so far as is reasonably practicable, that the site where the notifiable incident has occurred is not disturbed until an inspector arrives at the site or any earlier time that an inspector directs, unless it is to:
 - (i) assist an injured person or remove a deceased person;
 - (ii) make the area safe or to minimise the risk of a further notifiable incident; or
 - (iii) the relevant regulator/inspector has given permission to disturb the site.

For the purposes of this agreement, WHS Legislation means the *Work Health and Safety Act 2011* (Cth), the *Work Health and Safety Regulations 2011* (Cth) and any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

9. Without limiting any of your other obligations, you must ensure that the Services are fit for their intended purpose, and must exercise in the performance of the Services the degree of skill, care and diligence which would be expected of an expert provider of the Services.
10. You agree that you will at all times allocate adequate competent resources to enable you to comply with your obligations under this agreement, and ensure that any key persons named in the Contract Particulars continue at all times to be closely involved in the day to day performance of the Services (unless they no longer remain employed by or associated with you, in which case you must promptly replace such persons with similarly qualified and experienced persons previously approved by the Contract Administrator in writing). The Principal may by notice in writing instruct you to remove any person from the performance of the Services who in the reasonable opinion of the Principal is guilty of misconduct or is incompetent or negligent.
11. You must effect and maintain policies for professional indemnity and public liability insurance in respect of your performance of the Services in full force and effect for so long as you retain liability under this agreement, with limits of indemnity not less than the amounts stated in Contract Particulars. You must effect and maintain a policy to insure against liability for death or injury to persons employed by you as required under any workers compensation legislation, and to the full

extent of common law liability.. You must produce upon request from time to time documentary evidence to show that all insurance policies under this agreement are being properly maintained, and obtain the Principal's prior written consent to any alteration to the terms of such policies. You must indemnify, to the value of fees payable under this contract, the Principal against any losses, claims, proceedings, compensation and costs payable, suffered or incurred by the Principal in respect of any breach of this agreement loss or damage to any property or the environment which arises from or in connection with or by reason of the carrying out of the Services.

12. For the proper performance of your obligations under this agreement, you will be paid the fee(s) stated in Contract Particulars in accordance with the milestone payment schedule (or on such other basis) set out in the Contract Particulars. The milestone payment schedule sets out the milestones which must be achieved by you for each instalment of the fee to become payable (failing which your entitlement to be paid the relevant instalment of the fee will not arise until such time as the applicable milestone is achieved). Unless otherwise stated in Contract Particulars, such fee(s) is/are inclusive of all disbursements and other expenses, but exclusive of GST.
13. Invoices may be submitted by you as agreed between you and the Principal for amounts payable under this agreement, with a copy to the email address set out in the Contract Particulars. The Contract Administrator will provide you with a payment statement within 10 business days of receiving your invoice, setting out the amount (if any) that the Principal proposes to pay and, if such amount is less than the amount claimed, the reasons for the difference. Subject to receipt of a complying tax invoice, the Principal will make payment of the amount set out in its payment statement within 15 business days of receiving your payment claim.
14. You agree that the Principal may vary the Services from time to time, and that no variation will vitiate or void this agreement. To the extent applicable, variations must be valued in accordance with the rates or prices set out in this agreement. To the extent that this agreement does not include applicable rates or prices, then the value of the variation will be a reasonable amount determined by the Contract Administrator. You will not be entitled to be paid for any additional work or services unless they were instructed by the Contract Administrator in writing before they were performed.
15. You hereby grant the Principal a perpetual, royalty-free, irrevocable and non-exclusive licence to exercise all rights of the owner to use, reproduce, communicate to the public, modify and adapt any and all reports or other documentation (whether electronic or otherwise) produced by you or on your behalf in relation to the Project (**Documents**) for any purpose whatsoever. The licence includes the right to grant sub-licences and is freely transferable by the Principal. You warrant that the performance of the Services has not and will not infringe any copyright or other intellectual property rights.
16. If the Contract Administrator discovers or believes that any Services have not been performed in accordance with this agreement, then it may, without limiting the Principal's other rights or remedies, give you a notice in writing that requires you: (a) to re-perform within the time specified in the notice the Services which are non-complying; and (b) take all steps reasonably necessary to mitigate the failure to properly carry out the Services. Alternatively, the Contract Administrator may give you a notice in writing advising you that the Principal will accept the non-complying Services despite the non-compliance, and a corresponding deduction from the fee will be made by the Contract Administrator in respect of the non-complying Services.
17. You must at all times comply with the *Workplace Gender Equality Act 2012* (Cth). You must not enter into a subcontract with any entity named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
18. You agree that you must, in connection with obtaining, creating, storing or using Personal Information for the purposes of this agreement: (a) comply with the Privacy Act; (b) comply with the Australian Privacy Principles as if you were an agency as defined in the Privacy Act; (c) only use Personal Information for the purposes of this agreement; (d) not disclose Personal Information or transfer and/or store Personal Information outside Australia, without the prior written approval of the Contract Administrator; (e) co-operate with demands or inquires made by the Federal Privacy Commissioner and/or the Contract Administrator; (f) comply with policy guidelines issued by the Principal and/or the Federal Privacy Commissioner; and (g) ensure that any subcontract made in connection with this agreement contains obligations requiring the subcontractor to comply with this

clause 18 and clause 19. Any terms capitalised in this clause 18, or in clause 19, will have the meanings attributed to them in the *Privacy Act 1988* (Cth).

19. You must promptly notify the Contract Administrator if: (a) you become aware of any breach or possible breach of any of the obligations mentioned in clause 18; (b) you become aware that a disclosure of Personal Information may be required by law; or (c) you are approached by the Federal Privacy Commissioner or by any individual claiming that their privacy has been interfered with in connection with this agreement or the performance of the Services.
20. The *Freedom of Information Act 1982* (Cth) (**FOI Act**) gives members of the public rights of access to official documents of the Commonwealth Government and its agencies. The FOI Act extends, as far as possible, rights to access information (generally documents) in the possession of the Commonwealth Government, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities. You acknowledge and agree that Principal requirements and policies will require certain identifying details in connection with this agreement to be made available to the public via the internet.
21. You acknowledge that the Principal is and will be subject to a number of Commonwealth requirements and policies which support internal and external scrutiny of its tendering and contracting processes and the objectives of transparency, accountability and value for money including requirements to: (a) publish details of agency agreements, Commonwealth contracts, amendments and variations to any agreement or contract and standing offers with an estimated value of \$10,000 or more on AusTender (the Commonwealth's business opportunity website located at www.tenders.gov.au); (b) report and post on the internet a list of contracts valued at \$100,000 or more and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts; and (c) report and post on the internet information about its contracts in other ways pursuant to its other reporting and disclosure obligations, including annual reporting requirements and disclosure to any House or Committee of the Parliament of the Commonwealth of Australia.
22. You must not, without prior written consent from the Principal (in its absolute discretion): (a) copy or otherwise reproduce in any form or medium the contents of any Confidential Information (or any part of it) or otherwise cause, permit or allow the Confidential Information (or any part of it) to be copied or reproduced in any form or medium; or (b) disclose or use or deal with, the contents of any Confidential Information (or any part of it) or otherwise cause, permit or allow the Confidential Information (or any part of it) to be disclosed, used or dealt with, in each case for any purpose other than performing the Services.
23. Without limiting clause 22, you must: (a) ensure that all recipients of Confidential Information (or any part of it) comply with the requirements of clause 22 and this clause 23 as if they were a counterparty to this agreement; (b) at the Principal's direction, promptly return or destroy (as applicable) all copies of any Confidential Information whether in a tangible or intangible form, provided that you may keep one copy of the Confidential Information for your records where required by law; and (c) upon request, notify the Principal of all Confidential Information (or any part of it) which you know or ought to know is beyond your possession, power, custody or control, giving full particulars (including the nature and extent of the Confidential Information, precise location, entity in possession, custody or control and any security arrangements). The Principal's rights shall extend to assessing compliance with and enforcing the Principal's rights under clause 22 and this clause 23.
24. For the purposes of clauses 22 and 23, **Confidential Information** means the Documents, together with any other document, drawing, information or communication (whether in written, oral or electronic form) given to you by the Principal (or anyone on the Principal's behalf), whether or not owned by the Principal which is in any way connected with the Project which, by its nature is confidential, or which you know or ought to know is confidential; provided that Confidential Information does not include any of the foregoing which: (a) is in your possession without restriction in relation to its disclosure or use before the date of its receipt from the Principal (or anyone on the Principal's behalf); (b) is in the public domain otherwise than due to a breach of this agreement; or (c) has been independently developed or acquired by you.

25. At the request of the Principal, you must comply with all security policies and procedures notified by the Principal from time to time. You must handle and store any Classified Information in your possession or control strictly in accordance with advice from the Principal. Without limiting clauses 22 and 23, you must not disclose any Classified Information unless such disclosure is requested in writing by the Principal..
26. Without limiting your other obligations, you must: (a) proactively take all necessary measures to prevent, detect and investigate any fraud in connection with the performance of Services (including all measures directed by the Contract Administrator); and (b) proactively take all necessary corrective action to mitigate any loss or damage to the Principal resulting from fraud to the extent that the fraud was caused or contributed to by you or any of your officers, employees, consultants, subcontractors or agents and put the Principal in the position it would have been in if the fraud had not occurred (including all corrective action directed by the Contract Administrator).
27. If you know or suspect any fraud is occurring or has occurred you must immediately provide a detailed written notice to the Contract Administrator including details of: (a) the known or suspected fraud; (b) how the known or suspected fraud occurred; (c) the proactive corrective action the Consultant will take under paragraph 26(b); (d) the proactive measures which the Consultant will take under paragraph 26(a) to ensure that the fraud does not occur again; and (e) such further information and assistance as the Principal, or any person authorised by the Principal, requires in relation to the fraud.
28. Without limiting any other rights or remedies, the Principal may, at its sole and absolute discretion, terminate your appointment under this agreement for its own convenience at any time on 7 days' notice. On any such termination you will be entitled to payment of any fees properly due and payable up to the date of termination in accordance with the payment schedule set out in Contract Particulars (with a pro rata payment where appropriate), and subject to any right of set-off which the Principal may have, but to no other payment of any description. Such payment is subject to the delivery to the Contract Administrator of all Documents, including drawings, reports or other documentation prepared by you or on your behalf in connection with the performance of the Services.
29. If any dispute or difference between you and the Principal arises at any time out of or in connection with the Services, the party raising the dispute is to notify the other party in writing of the nature of the dispute(s) and give adequate particulars to identify the dispute(s). Within 7 days of the giving of a written notice, you and Contract Administrator are to meet to attempt to resolve the dispute(s). Unless otherwise directed by the Contract Administrator, you must at all times continue to carry out your obligations under this agreement, regardless of any dispute(s).
30. You must not subcontract the whole or any part of the Services without the Contract Administrator's prior written approval. You will be wholly responsible for all acts and omissions of your subcontractors, and subcontracting will not relieve you of any responsibility or liability for the performance of the Services.
31. You may not assign, novate or transfer any of your rights or obligations under this agreement, nor permit any change in control, without our prior written consent. Such consent may be withheld or granted at the Principal's absolute discretion, and may be subject to such conditions as it may otherwise determine. The Principal may at any time novate this agreement to a third party on such reasonable terms of novation as may be proposed by the Principal.
32. You agree that the Principal may deduct from moneys otherwise due to you any debt or other moneys due from you to the Principal, together with any claim to money which the Principal may have against you whether for damages or otherwise, in each case whether under this agreement or otherwise at law, relating to the Services.
33. The operation of any proportional liability legislation which might otherwise apply is hereby excluded in relation to all rights, obligations and liabilities of the parties under or in connection with this agreement and the performance of the Services.
34. This agreement constitutes the entire agreement between the parties in connection with the performance of the Services and will take effect according to its terms despite any prior agreement or prior representations, understandings or arrangements made between the parties whether orally or

in writing. None of the terms of this agreement can be waived, discharged or released unless the parties agree in writing.

35. The Contract created by this letter, and your acceptance hereof, will be governed by the laws of the ACT.

The Contract comprised by this letter will only be formed once the Contractor Administrator has completed the execution clause below on behalf of the Principal.

Yours faithfully

s47E(d)

Central West |Assistant Project Officer

Capital Facilities & Infrastructure Branch

Estate & Infrastructure Group

Department of Defence

s47E(d) | Brindabella Business Park, Canberra ACT 2609

T: s47E(d) M: s22 E: s47E(d) @defence.gov.au

This agreement is made on 30th day of August 2021

SIGNED as an agreement.

Signed for and on behalf of the **Principal** in the presence of:

s47E(d) s47E(d)

Signature of Witness

s47E(d)

Name of Witness in full

s47E(d) s47E(d)

Signature of Contract Administrator

s47E(d)

Name of Contract Administrator in full

Signed for and on behalf of the **Consultant** in the presence of:

s47F

Signature of Witness

s47F

Name of Witness in full

s47F

Signature of Authorised Representative

s47F

Name of Authorised Representative

ANNEX A

CONTRACT PARTICULARS

Services: (Clause 1)	Stenographic services in support of a tender evaluation board , as the same may be further described in the Brief and elsewhere in this agreement.				
Project: (Clause 2)	EST02012 Woomera Range Complex Redevelopment.				
Site: (Clause 2)	BP26, 26 Brindabella Circuit, Brindabella Business Park, Canberra, Australian Capital Territory, 2609.				
Contract Administrator: (Clause 3)	The person holding the position of Assistant Project Officer for the time being s47E(d)				
Brief: (Clause 6)	Means the brief appended at Annex B, together with any other brief or requirements provided to you by the Contract Administrator.				
Completion Date: (Clause 7)	24 September 2021.				
Key Persons: (Clause 10)	Consultant's Representative: s47F				
Professional indemnity insurance: (Clause 11)	Amount of cover: \$10,000,000 per claim and \$10,000,000 in the aggregate, all claims during the period of insurance.				
Public liability insurance: (Clause 11)	Amount of cover: \$20,000,000 in respect of any one occurrence and \$20,000,000 in the aggregate, all occurrences during the period of insurance.				
Fee(s): (Clause 12)	As per the quotation provided				
Milestone payments: (Clause 12)	<table border="1"><thead><tr><th>Milestone</th><th>Payment</th></tr></thead><tbody><tr><td>Receipt of board transcript</td><td>Quoted rate per hour</td></tr></tbody></table>	Milestone	Payment	Receipt of board transcript	Quoted rate per hour
Milestone	Payment				
Receipt of board transcript	Quoted rate per hour				
Email address for copy of invoice: (Clause 13)	s47E(d)@defence.gov.au				

ANNEX B THE BRIEF

The Woomera Range Complex Redevelopment Project will be conducted a tender evaluation board in September for the evaluation of Project Manager / Contract Administrator tender submissions. A stenographer is required to attend the tender evaluation board to capture the tender board members comments, board deliberations, and the tender board's outcomes. These captured comments, deliberations and outcomes will then need to be provided to the Project team in typed format, and of sufficient quality and details, to be used by the Project to draft a tender evaluation board report.

s47E(d), s47G



The tender evaluation board is expected to run for approximately s47G and will be held in person at the Capital Facilities & Infrastructure office at BP26, 26 Brindabella Circuit, Canberra. Should COVID 19 restriction prevent in person board meeting the board will be held virtually by the Department of Defence. s47E(d)

s47E(d)



TERMS OF SALE

PLEASE PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS

Company desires to purchase certain VIQ Software, Hosted Software, VIQ Equipment, Third Party Products and/or Services from VIQ Solutions Pty Ltd ("VIQ") as identified on the Order (as defined below) submitted by Company to VIQ. If VIQ accepts such Order by executing the Order, the Parties will have entered into a binding contract on the terms and conditions set forth in this Terms of Sale ("Agreement") which shall govern the Parties' rights and obligations with respect to the applicable transaction. VIQ and Company are sometimes referred to individually as a "Party" and collectively as the "Parties". ***Neither Party shall be bound by any pre-printed provisions of any purchase order, acknowledgment, nor other similar form.***

General Terms and Conditions

In consideration of the mutual covenants stated below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS.

In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement shall have the meanings set forth below:

- 1.1. **"Affiliates"** means any entity that is directly or indirectly controlled by, under common control with, or in control of a Party to this Agreement. For these purposes, an entity shall be treated as being controlled by another if (i) that other entity has fifty percent (50%) or more of the votes in such entity, or (ii) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.
- 1.2. **"Authorised User(s)"** is an identified individual who is authorised and licensed to access and use the Hosted Software and/or VIQ Software.
- 1.3. **"Data"** means the audio files, associated transcripts whether in draft or final form and any information received from Company from any Order under this Agreement.
- 1.4. **"Documentation"** means the administrative guide and user's guide that are provided to Company to facilitate the use of such Hosted Software and/or VIQ Software.
- 1.5. **"Draft Text"** means text created from Voice Files utilising speech recognition software.
- 1.6. **"Equipment"** means VIQ Equipment and Third Party Equipment, collectively.
- 1.7. **"Estimated Volume"** means the estimated volume set forth on the Order. Company acknowledges VIQ's reliance on the expected volume in its delivery of the Services.
- 1.8. **"Hosted Software"** means VIQ or its Affiliate's or a subcontractor's proprietary software product or Third Party Software loaded on a VIQ or subcontractor server and accessed by Company or for Third Party Software, licensed under a separate license if provided to Company.
- 1.9. **"Maintenance Services"** means the services that VIQ provides, pursuant to an Order, to maintain VIQ Software and VIQ Equipment (as applicable), as more fully described in Exhibit A attached hereto.
- 1.10. **"Order"** means an order for VIQ Software, Hosted Software, Equipment, Third Party Equipment and/or Services.
- 1.11. **"Proceeding"** means a proceeding for which VIQ is to provide services.
- 1.12. **"Professional Services"** means any installation, project management and/or consulting services provided by VIQ pursuant to an Order, as specified in an Order.
- 1.13. **"Real Time Services"** means a transcript solution that displays the live transcript into each participating real-time user's computer, allowing them to view the transcribed dialogue as it takes place, and make annotations in real-time using transcript analysis software.
- 1.14. **"Recording"** means an audio recording and/or video recording, as applicable.
- 1.15. **"Recording Services"** means an audio file prepared by VIQ.
- 1.16. **"Report"** means an electronic report.
- 1.17. **"Services"** means Transcription Services, Real Time Services, Recording Services, Maintenance Services, Training Services and/or Professional Services, as applicable.
- 1.18. **"Service Term"** means the term for which Customer is granted the rights to the Hosted Software, as specified in an Order.
- 1.19. **"Third Party Equipment"** means any third party manufactured hardware specified in an Order.
- 1.20. **"Third Party Products"** means the Third Party Software and Third Party Equipment, collectively.
- 1.21. **"Third Party Software"** means any third party proprietary software specified in an Order.
- 1.22. **"Training Services"** means any VIQ training services provided by VIQ pursuant to an Order, as specified in an Order.
- 1.23. **"Transcription Services"** means the transcription, translation and/or editing of Voice Files, which may include the transcription, editing and minor formatting of Reports. VIQ may as necessary and at its discretion utilise various hardware, software, and labor to implement the Transcription Services.
- 1.24. **"Turnaround Time" or "TAT"** with respect to any Voice File, means the maximum elapsed time permitted (as indicated in the Order) between the moment a Voice File becomes available to VIQ (after speech recognition, if applicable) and the moment the Report created from such Voice File is delivered to Company.
- 1.25. **"Update"** means a release of VIQ Software that may include bug fixes and/or fixes of minor errors, and is typically identified by an increase in a release or version number to the right of the first decimal (for example, an increase from Version 5.1 to 5.2 or from Version 5.1.1 to 5.1.2). "Update" shall not be construed to include Upgrades.

1.26. **“Upgrades”** means a release of VIQ Software that may include some feature enhancements and/or additional capabilities (functionality) over versions of the VIQ Software previously supplied, and typically is identified by an increase in the release or version number to the left of the first decimal (for example, an increase from Version 5.2 to 6.0). Upgrades do not include new products that VIQ, in its sole discretion, designates and markets as being independent from the VIQ Software.

1.27. **“VIQ Equipment”** means VIQ manufactured hardware specified in an Order.

1.28. **“VIQ Software”** means the object code version of any VIQ proprietary software product specified in an Order, including (i) any corrections, modifications, enhancements, Updates and Upgrades thereto (if any) that are provided pursuant to this Agreement, and (ii) its accompanying Documentation.

1.29. **“Voice Files”** means electronic copies of voice dictation.

2. **SCOPE OF AGREEMENT.** Company agrees to purchase from VIQ, and VIQ agrees, subject to the terms and conditions of this Agreement, to supply to Company, the Hosted Software, VIQ Software, Equipment, Third Party Software and/or Services, as specified in each Order that is signed by Company and accepted by VIQ. VIQ may accept an Order by fulfilling it. Each Order will constitute a separate contract between the Parties and will be governed in all respects by the terms and conditions of this Agreement.

3. GRANT OF RIGHTS.

3.1. **Software.** VIQ agrees to host, operate and maintain the equipment and software comprising its Hosted Software, and to allow Company to access and use the Hosted Software, during the Service Term, in accordance with the terms and conditions of the Agreement.

3.1.1. License Grant.

3.1.1.1 Subject to the terms and conditions of the Agreement, VIQ hereby grants Company, a revocable, non-exclusive, non-transferable, limited right to allow remotely, via the Internet: (A) its Authorised Users access and use the Hosted Software during the Service Term; provided such access and use is: (i) in a manner commensurate with the intended use of the Hosted Software (as prescribed by the Agreement and the Documentation) and (ii) solely for Company's internal business purposes and/or to provide transcription services to its customers; and (B) employees and contractors of a customer to access the Hosted Software during the Service Term solely for the purpose of receiving transcription services from the Company.

3.1.1.2 Subject to the terms and conditions of the Agreement, VIQ hereby grants Company a limited, non-exclusive, non-transferable, non-sublicensable, perpetual license to allow Authorised Users to use the VIQ Software; provided such use is: (i) in a manner commensurate with its intended use (as prescribed by the Documentation), and (ii) solely for Company's internal business purposes. Company shall not allow any Authorised User to use the VIQ Software for: (a) the Authorised User's own personal use, or (b) the benefit of any third party. Company shall not allow anyone other than the Authorised Users to use the VIQ Software.

3.1.1.3 VIQ or its licensors retains all right, title and interest in and to the VIQ Software, Hosted Software and Documentation, and any derivative works thereof, including, but not limited to, all patent, copyright, trade secret, trademark and other intellectual property rights associated therewith. Without limiting the generality of the foregoing, Company will not itself, directly or indirectly, and will not permit Authorised Users to, (i) access the Hosted Software with software or means other than as described in this Agreement; (ii) modify, port, translate, or create derivative works of the VIQ Software, Hosted Software, or Documentation (iii) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, or algorithms of the VIQ Software or Hosted Software by any means (except to the extent permitted by mandatory laws) (iv) sell, lease, license, sublicense, copy, assign, transfer, share, market, distribute, or grant access to or use of the VIQ Software, Hosted Software or Documentation, except as expressly permitted in this Agreement; (v) remove any proprietary notices, labels or marks from the VIQ Software, Hosted Software or Documentation; (vi) release to a third party the results of any benchmark testing of the VIQ Software or Hosted Software; or (vii) defeat or circumvent any controls or limitations contained in or associated with the use of the VIQ Software. In no event shall anything in this Agreement or in VIQ's conduct or course of dealing convey any license, by implication, estoppel or otherwise, under any patent, copyright, trademark or other intellectual property right not explicitly licensed. All rights not expressly granted to Company under this Agreement are reserved by VIQ and/or its licensors.

3.1.1.4 Company shall promptly notify VIQ upon learning of any actual or suspected unauthorised possession or use of any VIQ Software or Hosted Software supplied under this Agreement.

3.1.2. **Third Party Software.** Third Party Software supplied by VIQ is subject to the terms and conditions of this Agreement and the applicable third party terms.

3.1.3. **Support.** During the Service Term, VIQ will provide maintenance and support services for the Hosted Software as outlined in this Section 3.1.3.

3.1.3.1 **Error Correction.** VIQ or its subcontractor(s) shall promptly repair any errors which are reported either in writing or verbally. An error is defined as any operation of the Hosted Software that is different than described in the Documentation. An error also includes a “bug” or “crash” in which the Hosted Software or portions of the Hosted Software cease to function.

3.1.3.2 **Company Contact; Question and Answer Support.** Company must identify an Administrative Contact, a Technical Contact and an Executive Contact. These individuals must communicate to VIQ about the services rendered hereunder and then will be responsible for communicating, as needed, with Company staff. VIQ will provide question and answer support only to the Administrative Contact, the Technical Contact, and the Executive Contact or their designee. VIQ is not responsible for providing support services directly to transcriptionists or to clinicians. VIQ does not designate a specific limit on the Question/Answer support that it provides, but rather assumes that the existing staff will be adequately trained. However, if over a period of two consecutive weeks, a Company contact persistently calls VIQ for question/answer support, and such Company contact has not attended the appropriate VIQ training classes, then Company agrees to either send the contact(s) to classes at then-standard rates, or, alternatively, meet with VIQ to review the situation. For the purposes of this Section, the term “persistently” shall mean multiple telephone calls with questions every day.

3.1.3.3 **Service Hours.** VIQ shall provide service/support from 8:30 am to 5:00 pm, Monday through Friday in Company time zones, excluding Australia public holidays. VIQ shall provide seven days a week, 24-hour per day support for Emergency Events. An Emergency Event is defined as a problem that (a) prevents users from accessing the Hosted Software; (b) prevents multiple transcriptionists from transcribing or editing documents; or (c) prevents interface transactions (i.e., the transmission from or receipt of data by Company's computer systems).

3.1.3.4 **Third Party Supplied Software interoperability.** Software residing on Company's work stations is not covered by this Agreement. Upgrades and new releases of all such third-party software are not provided or maintained by VIQ and must be obtained separately by Company. In a Microsoft environment, it is possible that programs provided by other vendors (e.g. an email program) may conflict with the Hosted Software. VIQ disclaims responsibility for any such conflicts.

3.2. **Equipment.** Equipment supplied by VIQ is subject to the terms and conditions of this Agreement and, if Third Party Equipment, the applicable third party terms.

3.3. **Services.** Subject to the terms and conditions of this Agreement, VIQ will provide the Services, as may be specified in an Order.

3.3.1. **Transcription Services.** Company shall dictate the Report into the Hosted Software, make Voice Files and Draft Text available for Transcription Services and VIQ shall supply Reports to Company in accordance with the Order. VIQ shall maintain the transcription hardware and software necessary for VIQ to fulfill its obligations and duties under this Agreement and the Order. Company shall make available to VIQ the ability to create and manage users and security groups for the purposes of transcription, quality control (both pre-delivery and retrospective), statistical reporting, payroll, invoicing and management of services provided to Company. The implementation of the Transcription Services requires that Company be on the then-current version of the Hosted Software. Company acknowledges and agrees that VIQ will deliver the Services utilising its global workforce of employees and agents.

3.3.2. **Proceedings.** Proceedings are charged on a per hour basis and if a Proceeding rolls over into the following hour, the Company will be charged for the full next hour. A standard Proceeding day is heard between the hours of 8am and 5pm local time.. For the avoidance of doubt, public holidays, Saturday, and Sunday sittings are charged at the hourly after-hours charge. VIQ will charge all sundry costs, including taxis and reasonable travel and accommodation for Proceedings where applicable and where VIQ considers that the costs are reasonably incurred to provide the services. Company must provide VIQ a minimum of 48 hours' notice prior to commencement of the Proceedings of cancellation, settlement, and/or postponement of the Proceedings. If Company fails to provide the notice, then the Company will be assessed a cancellation fee at VIQ's standard rate.

3.3.3. **Company Recording.** If the Transcription Services produces a transcript from a Company Recording, Company acknowledges that the fees set out in any estimate assume that the entire Company Recording can be clearly and easily heard by the transcribers. VIQ will charge additional fees for producing transcripts from poor quality Recording. If any part of the Recording is poor quality: (a) Company will be notified in writing as soon as practicable after it becomes apparent to VIQ that the Recording is of poor quality before the transcript is prepared; and (b) Company must notify VIQ within two days whether Company wishes to proceed with the transcription otherwise, VIQ will invoice Company upon completion of the Transcription Services.

3.3.4. **VIQ Recording Services.** If Recording Services are ordered, then VIQ will provide one (1) copy of the Recording. If a Recording is for less than three hours, a minimum of three hours will be charged. Re-location of Recording equipment to a different room or venue will incur a relocation fee at VIQ's standard rate.

3.3.5. **Real Time Services.** Company agrees to provide notice to VIQ with the number of users, and the name and email address of each user, that will be using VIQ's Real Time Services, at least 48 hours in advance of the commencement of the Proceedings. Any additional users requested by Company outside of this period may be granted access at an additional cost at VIQ's standard rate. VIQ will provide each Authorised User with access credentials and a link to the software necessary for VIQ to provide Real Time Services, and VIQ may also provide documentation and software support as well as equipment as reasonably required to allow the Company to use the Real Time Services at VIQ's standard rate. Re-location of Recording equipment to a different room or venue will incur a relocation fee at VIQ's standard rate. Company agrees that all Authorised Users will cease to use the Documentation and software and return any VIQ provided equipment once the Real Time Services have been completed. Company must provide at least 72 hours' notice to cancel such services. If Real Time Services is for less than three hours, a minimum of three hours will be charged.

3.3.6. **Maintenance Services.** If purchased, VIQ will provide the annual Maintenance Services indicated in the Order. After the initial annual Maintenance Services term, an invoice will be issued to Company, in accordance with VIQ's renewal policy, for subsequent one-year terms of Maintenance Services, at least thirty (30) days prior to the end of the then-current Maintenance Service term if Maintenance Services for the applicable VIQ Software and/or VIQ Equipment is made available by VIQ. Company shall, if it wishes to renew annual Maintenance Services for the applicable VIQ Software and/or VIQ Equipment, pay the invoice for renewal Maintenance Services, in full, within thirty (30) days of the date of such invoice. Company acknowledges that failure to pay such invoice within such 30 day period will result in Maintenance Services expiring with respect to such VIQ Software and/or VIQ Equipment. Unless expressly stated otherwise in this Agreement or the applicable Order, Maintenance Services provided hereunder will commence on the date of initial delivery of the applicable VIQ Software and/or VIQ Equipment (or anniversary thereof if Company is purchasing renewal Maintenance Services). To purchase Maintenance Services with respect to any VIQ Software or any VIQ Equipment, Company is required to purchase Maintenance Services for all licenses of such VIQ Software and all units of such VIQ Equipment respectively.

3.3.7. **Training Services.** Unless otherwise agreed to by the Parties, Training Services will be provided remotely during VIQ's standard business hours, excluding VIQ recognized holidays. If the Parties agree to hold any Training Services at Company's site, all such Training Services (including associated travel time) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding VIQ recognized holidays. Company shall ensure that all Training Services attendees are or will be Authorised Users and have the skills and experience to participate in the training sessions.

3.3.8. **Professional Services.** Unless otherwise agreed to by the Parties, all Professional Services (including associated travel) will be conducted between the hours of 8:00 a.m. to 5:00 p.m. local Company site time, Monday through Friday, excluding VIQ recognized holidays.

3.3.9. **On-Location.** If VIQ will performs certain Services at a location other than a VIQ facility, Company may provide or arrange for the necessary equipment, information, and facilities required by VIQ to perform such Services, as specified by VIQ.

3.4. **Authorised Users.** Company is responsible for each Authorised User's compliance with the terms of this Agreement and guarantees each Authorised User's full and faithful compliance with the terms of this Agreement. Company will be liable for any act or omission by an Authorised User that, if performed or omitted by Company, would be a breach of this Agreement. Company will, at its expense, defend any and all claims, actions, suits, or proceedings made or brought against VIQ by any Authorised User with respect to this Agreement (each, a "Wrongful Claim"), and pay any losses, claims, costs, expenses, damages, or liabilities (including reasonable attorneys' fees) sustained or incurred by VIQ arising from a Wrongful Claim.

4. **PAYMENT AND DELIVERY.**

4.1. **Estimate; Fees.** Company shall pay to VIQ all fees and other charges pursuant to each Order. If VIQ provides the Company with an estimate of VIQ's fees for providing the applicable Services, Company agrees that VIQ's estimate is based on specific assumptions (some of which the Company may have given to VIQ) such as the average length of sittings, average number of pages produced per day and other relevant factors, which at the time that the estimate is given are unknown. All fees due under the Agreement are non-cancelable.

4.2. **Expenses.** Prices do not include telecommunications charges or reasonable out-of-pocket expenses that may be incurred in the course of providing Services, including, but not limited to, travel, meals, lodging and other living expenses. Company shall pay or reimburse VIQ for all such charges and expenses.

4.3. **Taxes.** Company shall pay all taxes, duties, import and export fees, and any other charges or assessments, except the withholding of income taxes, which are applicable to the performance of this Agreement, and shall reimburse VIQ for any encumbrance, fine, penalty, or other expense which VIQ may incur as a result of Company's failure to pay any such taxes, duties, fees, charges, or assessments. forms required by the governing tax authority in order to secure the reduction or elimination of withholding tax as authorized by the convention.

4.4. **Payment.** Company shall pay all invoices issued under this Agreement or any Orders, in full and either by mail or wire transfer, within thirty (30) days of the date of invoice in accordance with the remittance information contained on the invoice. Interest shall accrue at the rate of one and one half percent (1.5%) per month on any amounts past due. Company shall reimburse VIQ for all reasonable costs incurred (including reasonable legal fees) in collecting past due amounts from Company. If Company fails to pay for any Equipment, VIQ reserves the right to repossess such Equipment. VIQ reserves the right to suspend Services to Company in the event any invoice is past due. Company shall notify VIQ within thirty (30) of the date of invoice if it disputes any amount contained in an invoice.

4.5. **Payment Portal for Online Orders.** Notwithstanding Section 4.4, Company shall pay all invoices issued pursuant to any Orders placed through VIQ's ordering portal at www.auscript.com.au by credit card utilising a third-party payment company. VIQ will invoice the Company and Company will pay the estimated amount of the Order upon the Company placing the Order. VIQ will invoice the Company and Company will pay any remaining balance upon completion of the Services pursuant to such Order. In the event the estimate of the Order results in a credit then VIQ will credit the Company's credit card upon completion of the Services pursuant to such Order. Company is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow VIQ to process the credit card payment in accordance with this Section 4.5.

4.6. **Shipment.** Company shall bear all shipping, freight and transportation charges from VIQ's warehouse facility. VIQ Software, Third Party Software and/or Equipment will be shipped "Ex Works (Incoterms 2010)".

4.7. **Annual Adjustment.** Each year after the first anniversary of the effective date of the Order, effective January 1, VIQ may increase the fees described in the Order by an amount equal to three percent (3%) from the prior calendar year.

5. TERM; TERMINATION.

5.1. **Term.** This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 5.2 [Termination for Cause], will continue until the expiration or termination of the Order executed under this Agreement (the "Term"). The Order will be considered to have expired upon the expiration of the licenses, and the completion of any Services, purchased pursuant to the Order.

5.2. **Termination for Cause.** Either Party may terminate the Agreement or an Order upon written notice if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach by the non-breaching party. Upon termination or expiration of this Agreement, the Order issued under this Agreement will immediately terminate.

5.3. **Effect of Expiration or Termination.** Upon the expiration or termination of the Service Term, (a) all licenses granted to Company, and all Services obtained by Company, under such Order shall immediately terminate, and (b) Company shall cease accessing and using the applicable Hosted Software and promptly return to VIQ or destroy all copies of the Hosted Software, and certify to VIQ, in writing, that no copies of Hosted Software have been retained by Company. The expiration or termination of this Agreement, Service Term or any license shall not affect Company's payment obligations. After this Agreement, Service Term terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after such termination or expiration will survive and continue in full force and effect.

6. CONFIDENTIALITY.

6.1. **Definition.** Subject to the exceptions contained in this Section 6.1, "Confidential Information" shall mean (a) all information, including third party information, that is (1) disclosed by a Party or its Affiliates (the "Disclosing Party"), in whatever tangible form or otherwise, to the other Party or its Affiliates (the "Receiving Party") that is clearly marked "confidential" or with some other proprietary notice, or (2) disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of the disclosure; and (b) for VIQ, the VIQ Licensed Software, Hosted Software and Documentation. Notwithstanding the above, information shall not be deemed Confidential Information to the extent that it (i) was generally known and available in the public domain at the time it was disclosed or subsequently becomes generally known and available in the public domain through no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party at the time of disclosure without any obligation of confidentiality; (iii) is disclosed with the prior written approval of the Disclosing Party; or (iv) was independently developed by the Receiving Party without any use of the Confidential Information of the Disclosing Party. The obligation not to use or disclose Confidential Information will remain in effect until one of these exceptions occurs.

6.2. **Permitted Disclosure.** Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure (a) is in response to a valid order of a court or other governmental body, provided, however, that the responding Party shall first have given notice to the other Party hereto and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; (b) is otherwise required by law; or (c) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

6.3. **Use and Obligations.** The Receiving Party will not use the Disclosing Party's Confidential Information for purposes other than as provided in this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use, disclosure, or publication of the Confidential Information to third parties as the Receiving Party uses to protect its own Confidential Information of a like nature. Confidential Information received by a Receiving Party hereto may be disclosed to and used by such Receiving Party's employees, agents and contractors in accordance with the terms and conditions of this Agreement, and each Party shall be liable for any act or omission by its Affiliates, and its and their respective employees, agents and contractors, which, if performed or omitted by such Party, would be a breach of this Agreement. Each Party agrees that its Affiliates, and its and their respective employees, agents and contractors, shall be bound by the terms of an agreement protecting against unauthorised use or disclosure of Confidential Information that is at least as protective of the Disclosing Party's rights as this Agreement. No Confidential Information shall be disclosed to any person who does not have a need for such information.

6.4. **Return of Confidential Information.** The Receiving Party shall return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party in tangible form: (i) upon the written request of the Disclosing Party; or (ii) upon the expiration or termination of this Agreement, whichever comes first. In both cases, the Receiving Party shall, upon request, promptly certify in writing that it has complied with the obligations of this Section 6.4. Notwithstanding the foregoing, each Party may retain a copy of the Confidential Information in electronic format in accordance with its corporate security and/or disaster recovery procedures.

6.5. **Publicity.** The Parties may mutually agree upon a press release announcing this Agreement to be issued at a mutually agreed upon time. Either Party may refer to statements made in such press release in future marketing materials and advertisements. Any additional statements regarding the relationship of the Parties hereunder shall require mutual written consent, except that either Party may refer to the existence of this Agreement or the relationship of the Parties in connection with a press release related to regulatory filings. Each Party is authorised to use the name and logo of the other Party on its website solely to identify such Party's relationship. VIQ may include Company's name in VIQ's customer list, and may identify Company as its customer in its sales presentations, marketing materials, advertising, promotion and similar public disclosures.

6.6. **Company Data Retention.** VIQ retains physical Company Recordings and other physical documents that the Company provides to VIQ until the Services have been provided. VIQ retains Recordings and transcripts for a period of ninety (90) days from the last day upon which Services are provided for such Recording and/or transcript.

7. **DATA.** Company is solely responsible for obtaining all necessary consents under applicable laws and regulations in order to allow VIQ to use the Data in accordance with this Section 7. Company gives VIQ the right, and VIQ has permission to use, the Data in accordance with this Section 7, and to de-identify the Data in accordance with applicable law. VIQ and third parties acting under the direction of VIQ may use, compile (including creating statistical and other models), annotate and otherwise analyze the Data to develop, train, tune, enhance and improve the speech recognition, natural language understanding and other components of its software and services. To the extent any Data is compiled or used by VIQ in or with any such software and services, all intellectual property rights in such software and services shall be owned by VIQ. Any and all information that Company provides will remain confidential and VIQ may only provide access to Data to third parties acting under the direction of VIQ in order to fulfill the foregoing use of the Data, pursuant to confidentiality agreements, or to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorised by law. VIQ will not use the names of individuals and companies to contact anyone for any reason.

8. LIMITED WARRANTIES.

8.1. **VIQ Software Warranty.** VIQ warrants that upon initial installation of the VIQ Software (in the case of VIQ Software that, pursuant to the applicable Order, is to be installed by VIQ) or initial delivery of the VIQ Software to Company (in all other cases), and for a period of ninety (90) days thereafter (the "Software Warranty Period"), the VIQ Software will operate in all material respects in conformity with its Documentation. Company's sole and exclusive remedy and VIQ's sole obligation for any breach of the warranty set forth in this Section 8.1 will be for VIQ, at VIQ's option, to undertake reasonable efforts to correct or replace the nonconforming VIQ Software reported by Company during the Software Warranty Period, or to accept a return of the VIQ Software and refund to Company the fees paid by Company to VIQ for such non-conforming VIQ Software, and terminate the license to any such non-conforming VIQ Software.

8.2. **Hosted Services Warranty.** Hosted Services shall be made available in substantial and material conformity with its Documentation. For any breach of this warranty set forth in this Section 8.2, VIQ will repair or replace any reported nonconformity in the Hosted Services at no cost to Company. If repair or replace is not feasible in VIQ's sole and reasonable opinion, or the Hosted Services continue to not function in accordance with this warranty after fifteen (15) days from Company's first notice to VIQ of such non-conformity, or such other timeframe Company authorizes in writing, Company may terminate the applicable Order and receive a refund of any prepaid and unused fees.

8.3. **Training and Professional Services Warranty.** VIQ warrants that the Training Services and Professional Services provided by VIQ pursuant to this Agreement shall be performed in a professional manner by trained and skilled personnel. Company must notify VIQ of any breach of such warranty within 90 days from performance of the non-conforming Services giving rise to the breach of warranty claim. Company's sole and exclusive remedy and VIQ's sole obligation for any breach of the warranty set forth in this Section 8.3 will be for VIQ to re-perform such non-conforming Services that Company notified VIQ of in accordance herewith.

8.4. **Limitation of Warranties.** The warranties set forth in this Section 8 [Limited Warranties] shall not apply, and VIQ shall have no warranty obligation or liability with respect to (a) any VIQ Equipment and/or VIQ Software that (i) is damaged through no fault of VIQ; (ii) is modified by anyone other than VIQ; (iii) is used for any purpose other than its intended purpose (as specified in the Documentation); (iv) is used with equipment not specified as compatible with the VIQ Equipment and/or VIQ Software in the applicable Documentation; (v) is used with software not specified as compatible with said VIQ Equipment and/or VIQ Software in the applicable Documentation; (vi) Company fails to properly install or maintain; (b) any computer malfunction not attributable to the VIQ Equipment and/or VIQ Software or VIQ; (c) any incorrect use of the VIQ Equipment and/or VIQ Software; or (d) any willful misconduct or negligent action or omission of Company.

8.5. **Disclaimer.** TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 8 [LIMITED WARRANTIES] ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND VIQ HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT AND TITLE. VIQ DOES NOT GUARANTEE THAT THE SOFTWARE, EQUIPMENT OR SERVICES WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT, OR THAT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR INTERRUPTION. VIQ MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY EQUIPMENT. Company acknowledges its responsibility to regularly back-up data and to adequately test prior to deployment each production version of the VIQ Software in a configuration that reasonably simulates Company's planned production environment.

9. LIMITATION OF LIABILITY.

9.1. **Application.** Subject to Australian Consumer Law, nothing in this Agreement shall be taken to exclude or limit liability to the extent that such exclusion or limitation is not permitted by applicable law.

9.2. **Limitation of Liability.** THE TOTAL AGGREGATE LIABILITY OF VIQ AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS, SUPPLIERS AND EMPLOYEES, TO COMPANY AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS, CUSTOMERS AND EMPLOYEES, FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) WILL NOT EXCEED THE AGGREGATE FEES ACTUALLY PAID TO VIQ UNDER THIS AGREEMENT DURING THE ONE YEAR PRECEDING SUCH CLAIM. VIQ'S LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL COMPANY'S PAYMENTS DURING SUCH ONE-YEAR PERIOD BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THE LIMIT.

9.3. **No Consequential Damages.** IN NO EVENT SHALL VIQ OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, AGENTS, SUPPLIERS AND EMPLOYEES, BE LIABLE TO COMPANY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, AGENTS, CUSTOMERS AND EMPLOYEES, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF, OR LOSS OF USE OF, SOFTWARE OR DATA, LOSS OF CUSTOMERS, LOSS OF ANTICIPATED SAVINGS AND LOSS OF PROFITS, WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4. **Third Party Suppliers.** UNDER NO CIRCUMSTANCES SHALL THIRD PARTY SUPPLIERS OF ANY COMPONENT OF THE VIQ SOFTWARE, HOSTED SOFTWARE OR VIQ EQUIPMENT BE RESPONSIBLE OR LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY DAMAGES, DIRECT OR OTHERWISE. SUCH THIRD PARTY SUPPLIERS ARE THIRD PARTY BENEFICIARIES OF THIS SECTION 9.4.

9.5. **Essential Basis.** The disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different. The disclaimers, exclusions, and limitations of liability set forth in this Agreement shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

10. INTELLECTUAL PROPERTY INFRINGEMENT.

10.1. **By VIQ.** VIQ shall, at its own expense, defend or, at its option, settle, any claim or action brought against Company by a third party, during the Term, to the extent it is based on a claim that the Hosted Software and/or VIQ Software directly infringes any Australian patent, copyright or trademark, or misappropriates a trade

secret, of such third party. VIQ will indemnify Company against any losses, damages, and expenses that are attributable to such claim or action and are assessed against Company in a final judgment. VIQ shall have the foregoing obligations only if Company provides VIQ with: (a) a prompt written request to undertake the defense in such claim or action; (b) sole control and authority over the defense and settlement thereof; and (c) all available information, assistance, and authority reasonably necessary to settle and/or defend any such claim or action. VIQ shall not be responsible for any attorneys' fees or other expenses or costs that Company incurs before receipt of Company's request for indemnification or defense. Notwithstanding anything to the contrary in the foregoing, VIQ's obligations under this Section 10.1 shall not apply to open source software.

10.2. Limited Remedies. If the Hosted Software and/or VIQ Software becomes, or in the opinion of VIQ, is likely to become, the subject of an infringement claim or action, VIQ may, at its option and in its sole discretion, discharge its obligations under this Section 10 [Intellectual Property Infringement] by: (a) procuring, at no cost to Company, the right to continue using the Hosted Software and/or VIQ Software; (b) replacing or modifying the Hosted Software and/or VIQ Software to render it non-infringing, provided there is no material loss of functionality; or (c) if, in VIQ's reasonable opinion, neither (a) nor (b) above are commercially feasible, terminating Company's rights to the infringing Hosted Software and/or VIQ Software and refund any unused, prepaid fees Company may have paid to VIQ for the infringing Hosted Software and/or VIQ Software.

10.3. Exclusions. VIQ will have no obligation or liability under this Section 10 [Intellectual Property Infringement] for any claim or action regarding any claim resulting from any of the following: (i) modification of the Hosted Software and/or VIQ Software by a party other than VIQ; (ii) the combination or use of the Hosted Software and/or VIQ Software with other products, processes, or materials if the Hosted Software and/or VIQ Software itself would not infringe; (iii) where Company continues allegedly infringing activities after being provided with modifications that would have avoided the alleged infringement; (iv) any development, modification, or customization of the Hosted Software and/or VIQ Software by VIQ based on specifications or requirements supplied by Company; or (v) Company's use of the Hosted Software and/or VIQ Software in a manner that is not in compliance with the terms of this Agreement.

10.4. Exclusive Obligation. This Section 10 [Intellectual Property Infringement] states the sole obligation and exclusive liability of each Party (express, implied, statutory or otherwise), and the sole remedy of the other, for any third-party claims or actions of infringement of any intellectual property or other proprietary right.

11. AUSTRALIAN CONSUMER LAW

11.1 IN AUSTRALIA (FOR APPLICABLE TRANSACTIONS),

VIQ GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW, NOTHING IN THIS AGREEMENT PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS AND ANY OTHER LEGAL RIGHT UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH) AND ANY OTHER LAW EXCEPT TO THE EXTENT PERMITTED BY LAW.

IF GOODS AND SERVICES PURCHASED ARE NOT OF A KIND ORDINARILY ACQUIRED FOR HOUSEHOLD USE OR CONSUMPTION THEN, SUBJECT TO LAW, VIQ LIMITS ITS LIABILITY TO:

- (i) FOR GOODS:
 - (A) REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; OR
 - (B) THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS; OR
 - (C) REPAIR OF THE GOODS; OR
 - (D) THE COST OF HAVING THE GOODS REPAIRED; AND
- (ii) FOR SERVICES:
 - (A) SUPPLYING THE SERVICES AGAIN; OR
 - (B) PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, UNLESS IT IS UNREASONABLE TO DO SO. GOODS (OTHER THAN SOFTWARE) PRESENTED FOR REPAIR FURTHER MAY BE REPLACED BY REFURBISHED GOODS OF THE SAME TYPE RATHER THAN BEING REPAIRED. REFURBISHED PARTS MAY BE USED TO REPAIR THE GOODS, AND WHERE VIQ ELECTS TO REPAIR GOODS, THIS REPAIR MAY RESULT IN LOSS OF USER-GENERATED DATA.

11.2 VIQ acknowledges the application of Section 274 of the Australian Consumer Law, nothing in this Agreement limits or modifies same, except as permitted under that law.

12. MISCELLANEOUS.

12.1. Assignment. Company shall not assign or otherwise transfer its rights, obligations or remedies under this Agreement, in whole or in part, to a third party unless such assignment is approved in writing by VIQ. Notwithstanding the foregoing, Company may assign its rights hereunder in their entirety pursuant to: (i) a merger with; (ii) the sale of substantially all of its assets to; or (iii) a consolidation with a third party; provided (a) Company provides VIQ with prompt written notice of such sale, merger or consolidation, and (b) the assignee agrees to be bound by all terms and conditions set forth by this Agreement. VIQ shall be free to assign or otherwise transfer its rights and obligations under this Agreement, in whole or in part, to a third party, provided that VIQ provides Company with prompt written notice of the assignment.

12.2. Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, acts of God, governmental acts or orders or restrictions, acts of terrorism, war, failure of suppliers, pandemic or any other reason where failure to perform is beyond the reasonable control of the non-performing Party and not due to its fault or negligence.

12.3. Notices. All notices hereunder shall be sent by the notifying Party, in writing, to the other Party at its address set forth above (or such other address as they may communicate to the notifying Party in writing), to the attention of the General Counsel. Notice shall be deemed delivered and effective: (i) when delivered personally, (ii) five (5) days after posting when sent by certified United States mail (return receipt requested), or (iii) one (1) day after posting when sent by reputable private overnight courier (e.g., DHL, Federal Express, etc.).

12.4. Relationship Between the Parties. In all matters relating to this Agreement, Company and VIQ shall act as independent contractors. Except as may be otherwise expressly permitted hereunder, neither Party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity. VIQ shall at all times have the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by VIQ hereunder unless otherwise provided herein. VIQ shall, at all times, be responsible for the compliance of its third parties involved in the delivery of the services with the terms and conditions of this Agreement. Nothing in this Agreement

shall be construed to create any contractual relationship between Company and any such third parties, nor any obligation on the part of Company, to pay or to ensure the payment of any money due any such third party.

12.5. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of Victoria, Australia, excluding its conflict of laws principles and the United Nations Convention on Contracts for the International Sale, and the parties unconditionally and irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and those Courts hearing appeals from them, located exclusively in Melbourne, Victoria. The official text of the Agreement and any Addendum or any notices given on accounts or statements required hereby shall be in English.

12.6. **Injunctive Relief.** Each Party recognises and acknowledges that any use or disclosure of Confidential Information by the receiving Party in a manner inconsistent with the provisions of this Agreement may cause irreparable damage to the disclosing Party for which remedies other than injunctive relief may be inadequate, and the receiving Party agrees that in any request by the disclosing Party to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, the receiving Party will not maintain that such remedy is not appropriate under the circumstances. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions granting provisional remedies enforcing such United States judgments.

12.7. **Partial Invalidity; Waiver.** If any provision of this Agreement or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the Party shall use reasonable efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and conditions required under applicable laws, rules and regulations shall not be considered a breach of this Agreement. No failure of either Party to exercise any power or right given either Party hereunder or to insist upon strict compliance by either Party with its obligations hereunder, and no custom or practice of the Party at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms of this Agreement.

12.8. **Entire Agreement; Headings; Counterparts.** This Agreement, all Orders issued hereunder, and the exhibits attached hereto, constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersede all prior agreements, arrangements and undertakings between the Parties. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorised representative of each of the Parties. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

12.9. **Order of Precedence.** In the event of a conflict between or among the provisions in this Agreement and any Order, the order of precedence shall be as follows: (i) Agreement and (ii) each Order.

12.10. **No Third Party Beneficiaries.** Except as expressly stated otherwise in this Agreement, nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the Parties to this Agreement.

12.11. **Export Controls; Government Use.** Company will comply with all applicable export and import laws and regulations and, unless authorised by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement to any prohibited destination.

12.12. **Foreign Corrupt Practices Act.** Company shall comply with all applicable laws or regulations in all countries in which Company conducts business. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws.

Exhibit A**Maintenance Services**

This Exhibit sets forth Maintenance Services for the VIQ Software and VIQ Equipment.

1 DEFINITIONS

Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

Term	Definition
Business Hours	Monday through Friday, 8:00 AM to 5:00 PM Eastern, excluding Australian public holidays.
Bug Fixes	Solutions or workarounds to particular problems with the programs as reported to VIQ (email, telephone, or support portal).
Event	An Event is an occurrence that impacts availability to Authorised User or proper operation of the VIQ Equipment and/or VIQ Software.
Level 1 Maintenance Services	Basic help-desk functions typically including initial call handling, call logging, assignment of call priority, queue placement, initial problem diagnostic services for identifying problems and generic application faults, analysis, and where possible, problem resolution, detailed product problem analysis (including any problem duplication), detailed problem diagnostic services for identifying complex problems and application faults, application of any service releases or end-user specific fixes and interface, generation and collection of log files.
Level 2 Maintenance Services	Reference is made to the content of Section 2.2
Operational	VIQ Equipment and VIQ Software are functional and available to its intended users and is not experiencing Company-impacting Events
Resolution	The correction of the error, defect or condition giving rise to an Event.
Root Cause	Root Cause means the core events that gave rise to an Event.
Support Ticket	A numbered record that documents an Event. The tracking document for an Event.

2 LEVELS OF SUPPORT SERVICES

Maintenance Services will be provided directly to Company for issues with the VIQ Software and VIQ Equipment. This covers the following types of issues:

- Support for Company and its Authorised User reported issues and problems
- Support related to availability and connectivity of VIQ Software and VIQ Equipment and other operational issues

There are two (2) levels of support described as follows:

2.1 Level 1 Maintenance Services. Level 1 Maintenance Services is performed by VIQ's support personnel. The technical scope of support offered includes:

Level 1	Primary interface for technical support issues, issue management, and escalation including: • Support for VIQ Software and VIQ Equipment, including deployment of Updates and Bug Fixes • Timely communicating Root Cause and corrective action of Events - when identified • Providing all necessary information and log files to make it possible to reproduce an Event on VIQ's site (such as sound-files and image of the installed software) and cooperating with VIQ in order to reproduce the Event • Testing Bug Fixes
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2.2 Level 2 Maintenance Services. Level 2 Maintenance Services is performed by VIQ's support. The technical scope of support offered as part of Level 2 Maintenance Services includes:

Level 2	Technical support related issues including: • Telephone support during normal Business Hours • Support for VIQ Equipment and VIQ Software including providing Upgrades and / or Updates (if any) • Internally escalating irresolvable issues • Communicating Root Cause and corrective action of Events - when identified • Creating and documenting workarounds to known issues if appropriate
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VIQ will not be responsible for the following:

- Direct support to Company's, Authorised Users and other third parties
- On-premise hardware, software network and connectivity issues, except to verify that issues are not with the VIQ Equipment or VIQ Software

- Determination of likely problem sources outside VIQ's control
- Support for, or required as a result of (i) any modification of VIQ Software by anyone other than VIQ; (ii) if VIQ Software is used for other than its intended purpose; (iii) if Company failed to properly integrate, install or maintain the VIQ Software (including any associated equipment, software or firmware); (iv) any willful or negligent action or omission of Company, (v) any computer malfunction not attributable to VIQ Software; or (vi) damage to VIQ Software from any external source, including computer viruses unattributable to VIQ, computer hackers, or force majeure events.

3 **SUPPORT SCOPE**

VIQ will provide Level 1 and Level 2 Support Services for Events related to the VIQ Equipment and VIQ Software. This includes troubleshooting to determine if the reported issue is related to the VIQ Equipment and VIQ Software and ongoing management and tracking of the reported issue. If through troubleshooting, an issue is determined to be in the VIQ Equipment and VIQ Software, the issue will escalate the issue to VIQ following the procedure outlined in Section 4 below.

4 **STANDARD ESCALATION FLOW**

(a) VIQ shall troubleshoot further and provide root cause and corrective action in a timely manner and during normal Business Hours.

The Company will provide VIQ with sufficient issue, product and/or Company information for VIQ to fully understand the details of the issue and in order to resolve the issue.

The following is the standard information that will be provided by to VIQ:

- Contact Name
- Contact e-mail address
- Name Company and, if applicable, the affected Authorised User
- Description of issue
- Detailed description of troubleshooting performed
- Frequency of issue occurrence and reproducibility
- For Authorised User issues, relevant information to assist troubleshooting
- Relevant application and/or device logs and sample problem files
- Log files

5 **INCIDENT MANAGEMENT**

Company may communicate Events to VIQ by web-based ticket submission form or telephone. In the case where the Event is submitted via phone, VIQ will open a Support Ticket with information to assist in Event Resolution. VIQ will generate a response by email for each Support Ticket.

6 **UPDATES AND UPGRADES**

VIQ will support the most current version and one previously released version of the VIQ Software. Upgrades and Updates and will be provided as part of the Maintenance Services.