# Dazychain Legal Operations Platform

# Terms and Conditions of Use (AsiaPac)

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| --- | --- |
| Yarris | |
| Name | Yarris Technologies Pty Ltd |
| Address | Level 4/447 Collins Street, Melbourne 3000. Australia |
| Company No. | ABN 48 636 315 305 |
| Representative | Katherine King, CEO |
| Contact telephone | 0438 417 238 |
| Contact email | [finance@yarris.com](mailto:finance@yarris.com) |

|  |  |
| --- | --- |
| Customer | |
| Name |  |
| Company No. |  |
| Address |  |
| Representative |  |
| Contact telephone |  |
| Contact email |  |

|  |  |
| --- | --- |
| Quote details | |
| Implementation start date | Customer to nominate date |
| Term of Agreement | 24 months |
| Licence fees | Up to 2 Licensed Users: $1000 per month$200 per month for each additional Licensed UserLicence fees are payable annually in advanceYou may add additional Licensed Users at any time during the TermWe will invoice you for the additional Licensed Users after they are addedThe fee for each additional Licensed User will be pro-rated for the remaining months of the Term. |
| Fee commencement date | 30 days from implementation start date (Business requirements session) |
| Services to be provided in support of implementation and use of Dazychain | As per the Statement of Work |
| Other fees | Single Sign On development, implementation and testing one-off fee of $5,000Other services such as document migration are provided at standard rates upon request |

**Executed**

|  |  |
| --- | --- |
| Signed for and on behalf of Customer by its duly authorised representatives |  |
| Name of authorised officer |  |
| Signature |  |
| Date |  |
|  |  |
| Signed for and on behalf of Yarris Technologies Pty Ltd by its duly authorised representatives |  |
| Name of authorised officer | Katherine King |
| Signature |  |
| Date |  |

# Terms and Conditions of Use

### 1. Meanings

### 1.1 Definitions

**Agreement** means these Terms and Conditions and the Quote.

**Customer** and **you** means the customer named above.

**Confidential Information** includes all information exchanged between Yarris and Customer, whether in writing, electronically or orally, which includes Customer Materials, Customer’s suppliers, prices, proprietary processes or the business activities of a party that:

1. by its nature is confidential;
2. is designated by the discloser as confidential; or
3. the receiving party knows or ought to know is confidential,

but does not include information:

1. which is, or becomes without a breach of confidentiality, public knowledge;
2. which the receiving party can prove was in its possession at the time of first disclosure to it by the discloser and was not acquired directly or indirectly from the discloser;
3. which the receiving party received from a third party, provided that, as far as the receiving party is aware (without the need for enquiry), it was not received directly or indirectly from the third party in breach of an obligation of confidence owed by the third party to another person and was not provided by the third party acting on the authority of the discloser;
4. which is disclosed to a party’s employees, officers, professional advisors or agents provided that the disclosure is necessary for the party to comply with its obligations under this Agreement and it ensures that the person to whom it discloses Confidential Information keeps that information confidential and does not do anything which, if done by a party, would be a breach by the party of this Agreement;
5. which a party is required to disclose by law, provided that it promptly notifies the other party of the particulars of the required disclosure (where permitted by law) and provides the other party with all assistance reasonably necessary to enable the other party to take any steps available to it to prevent disclosure or to ensure that it occurs subject to an obligation of confidentiality; or
6. disclosed with the prior written consent of the other party.

**Customer Materials** means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of Customer through the Platform or to Yarris in connection with Customer’s use of the Platform, but excluding, for clarity, and any other information, data, data models, content or materials owned or controlled by Yarris and made available through or in connection with the Platform.

**Dazychain** means the online operations management platform trading as Dazychain.

**End User** means an employee of Customer who is registered on the Platform and uses Customer’s email system and email naming convention and includes an employee of a law firm providing services to the Customer.

**Fees** mean the fees detailed in the Quote.

**Implementation Start** **Date** means the date shown in the Quote for the initial implementation consultation.

**Intellectual Property Right** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

**Licensed Users** means persons who are registered and paying users of the Platform.

**Partner** means an independent consultant certified by us to provide consulting services in relation to Dazychain.

**Pilot Period** means the period specified in the Quote, if any.

**Platform** means the Dazychain legal operations platform.

**Privacy Laws** means all applicable laws, rules and regulations which relate to the privacy, protection, use or disclosure of personal and health information, including the *Privacy Act 1988 (Cth)* and privacy standards and guidelines.

**Professional Services** means the implementation and/or other professional services, if any, to be provided by Yarris or a Partner to Customer as set out in a Statement of Work.

**Quote** means the details of our agreement set out above.

**Service Level Agreement** means the service level agreement in Annexure 1.

**Statement of Work** means an agreed statement specifying the services to be provided by us or a Partner to support the implementation and use of Dazychain.

**Term** means the term of this Agreement set out in the Quote.

**Yarris** means Yarris Technologies Pty Ltd ABN 48 636 315 305 of Level 4, 447 Collins Street Melbourne 3000 Australia and **we** and **us** has a corresponding meaning.

**Website** means the Internet site at the domain [www.dazychain.com](http://www.dazychain.com)

### 1.2 Interpretation

In this agreement, unless the context indicates a contrary intention:

1. headings are for convenience only and do not affect interpretation;
2. person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership or a trust;
3. a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation;
4. a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
5. a word importing the singular includes the plural (and vice versa);
6. a reference to time is a reference to Australian Eastern Standard Time;
7. to the extent of any inconsistency between the following documents, the inconsistency is resolved in the following descending order of precedence:
8. a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes any schedules, exhibits and annexures;
9. if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
10. includes in any form is not a word of limitation; and
11. a reference to $ or dollar is to Australian currency and an obligation to pay money is an obligation to pay in Australian dollars.

### 2. Licence and implementation services

2.1 We grant you a non-exclusive, non-transferable licence to use the Platform in accordance with the Agreement.

2.3 The Platform is only for your own operations and you agree not to sell or lease the Platform, use the Platform to operate a business for a third party or to use the Platform to provide a managed service for third parties.

### 2.4 To assist Customer’s successful use of Dazychain, as from the Implementation start date we or a Partner will provide training, change management services and consultation as agreed in a Statement of Work.

### 3. Fees and payments

3.1 In consideration of Yarris making Dazychain available to you, you will pay the Fees as from the date shown in the Quote.

3.2 Licence Fees and annual Fees are invoiced and payable annually in advance, other Fees are payable after invoice and all Fees are payable within 30 days of invoice.

3.3 Yarris will send invoices to Customer by email.

3.4 Customer is responsible for payment of all taxes and duties on all payments provided a valid tax and accurate tax invoice is provided.

3.5 We may, after the first 12 months of the Term, but not more than once in any period of 12 months, by 30 days written notice, vary any Fees to reflect changes in the CPI All Groups, Weighted Average of Eight Capital Cities, since the date of last Fee adjustment.

### 4. Term and Termination

4.1 Customer may terminate this Agreement by written notice at any time during the Proof of Concept Period, if any, but if not so terminated the Agreement will remain in effect for the Term.

4.2 Upon expiration of the Term, this Agreement will renew at the end of each term for a further term of 1 year unless terminated by either party at their discretion upon at least 30 days’ notice.

4.3 Before the expiration of the Term or on termination of this Agreement Yarris will, at Customer’s request, extend the Term with no licence fee for a reasonable period to allow Customer to extract Customer Materials. Yarris will provide reasonable assistance to advise Customer how to efficiently and promptly extract Customer Materials itself from the Platform to Customer’s nominated servers. If Customer requests Yarris staff undertake the extraction Customer will pay Yarris’ standard fees for the time reasonably required for its staff to do that.

4.4 Either party may terminate this Agreement if the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice, or immediately if the other party becomes insolvent.

4.5 If payment of any invoice for undisputed Fees due is not made in full by the relevant due date, Yarris may also suspend Customer’s use of the Platform provided that Yarris has issued Customer with at least 10 days written reminder to make payment (and that the suspension must be lifted immediately when payment is made).

4.6 Termination of this Agreement is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement Customer will:

1. remain liable for any accrued charges and amounts which become due for payment before or after termination; and
2. immediately cease to use the Platform.

4.7 Clauses 4, 9, 10, 11, 12, 13 and 14 survive the expiry or termination of this Agreement.

### 5. Use of the Platform

5.1 Customer is responsible for all its Customer Materials and for the quality and results of its use of the Platform and Yarris will have no responsibility for its use of the Platform, except as otherwise set out in this Agreement.

5.2 Customer will take reasonable efforts to:

1. maintain the confidentiality of its Platform passwords; and
2. immediately notify Yarris if it becomes aware of any unauthorised use of its account or other breach of security in relation to the Platform.

5.3 Customer’s use of the Platform is subject to various laws and regulations and Customer agrees that it and its End Users will:

1. comply with applicable laws regarding the export or transmission of technical data through the Platform;
2. not use the Platform for illegal or unethical purposes;
3. not intentionally interfere with or disrupt networks connected to the Platform;
4. not intentionally disrupt or interfere with any other user’s usage of the Platform;
5. not intentionally upload, post, or otherwise transmit through the Platform offensive, defamatory or illegal material or any viruses or other harmful, disruptive, or destructive files;
6. not create a false identity;
7. not use or attempt to use another’s account or password;
8. not intentionally disrupt or interfere with the security of, or otherwise cause harm to, the Platform, system resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked sites;
9. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to for the Platform; and
10. not use any data mining, robots or similar data gathering and extraction methods in connection with the Platform.

5.4 Whilst Yarris will use reasonable commercial endeavours to provide the Platform for Customer’s use 24 hours a day, seven days a week, on occasions the Platform will be unavailable to permit maintenance or other development activity to take place.

5.5 If scheduled maintenance or down time of the Platform is required, Yarris will provide Customer with advance notice by email, being not less than 48 hours. Where possible, Yarris will endeavor to provide Customer with notice of unscheduled maintenance or downtime of the Platform.

### Purpose of use

Yarris licences the Platform to Customer to use for the purpose of operating its own business. Customer agrees not to sell or lease the Platform, use the Platform to operate a business for a third party or to use the Platform to provide a managed service for third parties. Customer will only allow End Users to access and use the Platform. Any use of the Platform to operate a managed service for the benefit of a third party requires a different agreement with us.

### Third-Party Services

### Certain features and functionalities within the Platform may allow Customer and its End Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, “Third-Party Services”) through the Platform. Yarris does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Platform or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Customer is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Customer to use the Third-Party Services in connection with the Platform.

### 8. Suspension for security reasons

8.1 If it is necessary to protect the integrity or security of the Platform Yarris may by notice immediately suspend an End User during any breach by the End User of clause 5. Yarris will immediately lift the suspension when the breach has been remedied or has otherwise ceased.

8.2 If Yarris suffers an intentional or unintentional denial of service network attack from Customer’s servers, Yarris may at its discretion and without prior notice suspend Customer’s use of the Platform. Yarris will immediately lift the suspension when the denial of service network attack has been remedied or has otherwise ceased.

### 9. Confidentiality

9.1 Except with the prior written consent of the other, each party will preserve the confidentiality of all Confidential Information of the other party obtained in connection with the use of the Platform or pursuant to this Agreement. Neither party will disclose or make any Confidential Information of the other party available to any person, or use the same for its own benefit, other than as contemplated by this Agreement.

9.2 If requested by Customer on termination of this Agreement and subject to extraction of Customer Materials and Customer’s other Confidential Information in accordance with clause 4.3, Yarris will destroy all Customer’s Confidential Information that is in Yarris’ possession, power or control including backup copies.

9.3 Each party's obligations under this clause will survive termination of this Agreement.

### 10. Privacy

10.1 Yarris collects, uses and discloses personal information as set out in the Privacy Statement at the Website and Customer agrees to the terms of the Privacy Statement provided that Yarris agrees it will not use or disclose any personal information of or provided by the Customer other than for the purposes of Yarris performing its obligations under this Agreement.

10..2 Yarris will adopt the appropriate technical and organisational security measures in order to protect Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. Despite anything else in this Agreement or in Yarris’ Privacy Statement, Yarris agrees to comply with the Privacy Laws.

10..3 Yarris will promptly notify Customer of any unauthorised access to, use or disclosure of Customer Materials or any other breach of Customer confidentiality obligations (‘**Incident**’) of which Yarris becomes aware, and what measures Yarris has taken to recover and/or secure the Platform. Yarris will work with Customer to take reasonable steps to remedy the Incident.

### 11. Intellectual Property and Data

11.1 All Intellectual Property Rights in the Platform, the Website and any documentation relating to the Platform, other than Customer Materials, remain Yarris’ property (or property of Yarris’ licensors).

### 11.2 Customer owns the Customer Materials and all Intellectual Property Rights in the Customer Materials. Customer represents and warrants that (i) it has obtained and will obtain and continue to have, during the Term, all necessary rights, authority and licenses for the access to and use of the Customer Materials (including any personal data provided or otherwise collected pursuant to Customer’s privacy policy) as contemplated by this Agreement and (ii) Yarris’ use of the Customer Materials in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Customer and any third party.

11..3 Customer grants Yarris a licence to use, copy, transmit, store and back-up Customer Materials for the purposes of enabling Customer to access and use the Platform and for any other purpose directly related to provision of services to Customer by Yarris.

11.4 Yarris will adhere to reasonable policies and procedures to prevent data loss. Yarris has engaged Amazon Web Services (‘**AWS’**) to provide web hosting services, but Yarris does not guarantee that there will be no loss of data since that is under the control of AWS. Yarris expressly excludes liability for any loss of data by causes beyond its control.

11.5 If Customer requires third-party applications for use in conjunction with its use of the Platform, Customer authorises Yarris to allow the providers of the third-party applications to access Customer Materials as required for the proper operation of the third-party applications. Yarris will not be responsible for any disclosure, modification or deletion of Customer Materials resulting from any such access by third-party application providers.

### 12. Indemnification

### 12.1 Indemnification by Yarris. Subject to clause 12.2, Yarris will defend Customer against any claim, suit or proceeding brought by a third party (“Claims”) alleging that Customer’s use of the Platform infringes or misappropriates such third party’s Intellectual Property Rights, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Yarris (including reasonable attorneys’ fees) resulting from such Claim.

### Exclusions. Yarris’ obligations under clause 12.1 will not apply if the underlying third-party Claim arises from or as a result of: (i) Customer’s breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) Customer’s failure to use any enhancements, modifications, or updates to the Platform that have been provided by Yarris; (iv) modifications to the Platform by anyone other than Yarris; or (v) combinations of the Platform with software, data or materials not provided by Yarris.

### IP Remedies. If Yarris reasonably believes the Platform (or any component thereof) could infringe any third party’s Intellectual Property Rights, Yarris may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Platform, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue use. If Yarris determines that neither alternative is commercially practicable, Yarris may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Customer. In the event of any such termination, Yarris will refund to Customer a pro-rata portion of the Fees that have been paid for the unexpired portion. The rights and remedies set forth in this clause 12.3 will constitute Customer’s sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights in connection with the Platform.

### Indemnification by Customer. Subject to clause 12.5, Customer will defend Yarris against Claims arising from (i) any Customer Materials, including, without limitation, (A) any Claim that the Customer Materials infringe, misappropriate or otherwise violate any third party’s Intellectual Property Rights or privacy or other rights; or (B) any Claim that the use, provision, transmission, display or storage of Customer Materials violates any applicable law, rule or regulation; (ii) any of Customer’s products or services; and (iii) use of the Platform by Customer or its End Users in a manner that is not in accordance with this Agreement, including, without limitation, any breach of the license restrictions in clauses 5 and 6, and in each case, will indemnify and hold harmless Yarris against any damages and costs awarded against Yarris or agreed in settlement by Customer (including reasonable attorneys’ fees) resulting from such Claim.

### Indemnification Procedures. The party seeking defense and indemnity (the “Indemnified Party”) will promptly (and in any event no later than thirty (30) days after becoming aware of facts or circumstances that could reasonably give rise to any Claim) notify the other party (the “Indemnifying Party”) of the Claim for which indemnity is being sought, and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (provided that the Indemnifying Party may not settle any Claim without the Indemnified Party’s prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party’s business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

### Professional Services Warranty; Disclaimer

### By Yarris: We warrant that any Professional Services performed by us will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Professional Services. As Customer’s sole and exclusive remedy and Yarris’ entire liability for any breach of the foregoing warranty, Yarris will promptly re-perform any professional services that fail to meet this limited warranty. Except as expressly set forth in this Agreement, the Platform, professional services and other Yarris intellectual property are provided on an “as is” basis, and Yarris makes no warranties or representations to customer, its authorized end users or to any other party regarding the Yarris intellectual property, the Platform, professional services or any other services or materials provided hereunder. To the maximum extent permitted by applicable law, Yarris disclaims all warranties and representations, whether express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose or non-infringement, and any warranties arising out of course of dealing or usage of trade. Without limiting the foregoing, Yarris disclaims any warranty that use of the Platform will be error-free, bug-free or uninterrupted.

### 13.2 By Partner: Yarris gives no warranties under clause 13.1 for Professional Services performed by a Partner, the terms and conditions of which Professional Services and are intended to be agreed separately between Customer and Partner.

### 14. Limitation of liability

### Exclusion of Damages. Except for: (i) any infringement by one party of the other party’s intellectual property rights, (ii) fraud or willful misconduct by either party, or (iii) breach of customer’s payment obligations, neither party will be liable to the other for any incidental, special, exemplary, punitive or consequential damages, or any loss of income, data, profits, revenue or business interruption, or the cost of cover or substitute services or other economic loss, arising out of or in connection with this agreement, Yarris’ intellectual property or the provision of the Platform and professional services, whether such liability arises from any claim based on contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not such party was advised of the possibility of such loss or damage.

### Total liability. To the maximum extent permitted by law, Yarris’ total liability to customer or its End Users in connection with this Agreement, excluding liability arising under clauses 9, 10, 11 and 13, is limited to resupplying or paying the cost of resupplying services and repairing, replacing or paying the costs of replacing goods.

### 15. Disputes

If a dispute arises, both parties agree that before instituting proceedings, they will try to resolve the dispute by giving written notice of the dispute to the other. If the dispute is not resolved within thirty days of the notice, either party may bring proceedings in court. However, nothing in this clause prevents a party from obtaining urgent injunctive relief, if necessary, to protect their Intellectual Property Rights or Confidential Information.

### 16. Service availability

### 16.1 Whilst Yarris will use reasonable commercial endeavours to provide the Platform for Customer’s use 24 hours a day, seven days a week, on occasions the Platform will be unavailable to permit maintenance or other development activity to take place.

### If scheduled maintenance or down time of the Platform is required, Yarris will provide Customer with advance notice by email, being not less than 48 hours. Where possible, Yarris will endeavor to provide Customer with notice of unscheduled maintenance or downtime of the Platform.

### We will perform our obligations under the Service Level Agreement.

### 17. Goods and Services Tax

17.1 If the supply of goods or services by one party (“Supplier”) to another party (“Recipient”) under this agreement is a taxable supply, then the amount due to the Supplier for that supply will be the sum of:

### the amount that is payable under this agreement by the Recipient for that supply (or, if no amount is payable, the value of that supply); and

### the amount of GST payable by the Supplier in respect of that supply.

17.2 The Recipient’s obligation to pay to the Supplier the amount by which consideration is increased under Clause 17.1(a) is subject to the Supplier first providing to the Recipient a tax invoice conforming with the requirements of GST law.

17.3 If a party becomes liable for any penalties or interest as a result of a late payment of GST, where that late payment is as a direct result of a failure of another party to comply with the terms of this Clause 17, that other party will pay to the first party an additional amount on demand equal to the amount of those penalties.

17.4 In this clause 17:

### “GST” means any tax imposed by or through the GST Legislation on a supply (without regard to any input tax credit);

### “GST Legislation” means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate recapture or recoup the tax imposed by any of such Acts;

### a term defined in the GST Legislation has the meaning which it has in the GST Legislation.

### 18. General

18.1 **Entire agreement:** This Agreement comprising the Terms and Conditions, together with the Quote supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between Customer and Yarris relating to the Platform and the other matters dealt with in this Agreement.

### 18.2 Consumer guarantees: Customer warrants and represents that it is acquiring the right to access and use the Platform for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of, or Customer’s use of, the Platform or this Agreement.

18.3 **Waiver:** If either party waives any breach of this Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

18.4 **Delay:** Neither party will be liable for any delay or failure in performance of its obligations under this Agreement if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

18.5 **Promotion:** Yarris may display Customer’s company name and logo on the Website and name Customer as a user of the Platform, but Yarris must not disclose any details of Data or Customer’s usage of the Platform in accordance with clause 7. Yarris will immediately remove Customer’s company name and logo from the Website or on any other material upon expiry or termination of this Agreement, or at any time upon Customer written request.

18..6 **Assignment:** Neither party may assign or transfer any rights to any other person without the other party’s prior written consent. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning party’s business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

18.7 **Governing law:** This agreement is governed by and will be construed according to the laws of Victoria, and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

16.8 **Invalidity:** If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

16.8 **Notices:**

1. Any notice given under this Agreement by either party to the other must be in writing by email and will be deemed to have been given on transmission unless a non-transmission notification is transmitted to the sender.
2. Notices to Yarris must be sent to support@dazychain.com or to any other email address notified by email to Customer by Yarris. Notices to Customer will be sent to the email address which Customer provided when setting up Customer’s access to the Platform.

16.9 **Interpretation of conflicting terms**: If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: The Quote and the Agreement.

16.10 **Execution**: This agreement may be executed in counterparts or by secure digital/electronic signature such as DocuSign.

# Annexure 1: Service Level Agreement

|  |  |  |
| --- | --- | --- |
| Severity Level | Target Acknowledge Time | Target Response Time |
| **Severity 1**  A production problem which is characterised by:   * An outage of the Application. | 95% in 15 minutes during Business Hours | 95% in 2 hours during Business Hours |
| OR  An outage/defect of a major component of the Dazychain matter management application affecting the legal workflow process, including the following major components of the application:   * Matter creation and allocation * Worklists * Dashboard views * Adding document attachments * Invoicing | 95% in 1 hour outside Business Hours | 95% in 4 hours outside Business Hours |
| **Severity 2**  A production problem which is characterised by an outage/defect of a component of the Application, namely the following components of the application:   * Email interface * Other interfaces * CSV downloads * The Dazychain Drive * The Outlook integration   where no acceptable workaround exists. | 95% in 1 hour during Business Hours Only | 95% in 8 hours outside Business Hours Only |
| **Severity 3**  A production problem which is characterised by an outage/defect of a component of the services   * Creation and maintenance of panels * Creation or administration of users * Access to matter management history   where no acceptable workaround exists. | 95% in 4 hours Business Hours Only | 95% in 3 Business Days |
| **Severity 4**  A production problem for which an acceptable workaround exists, to any of the Services components as defined in Severity 1, 2 or 3. | 90% in 2 Business Days | 90% in the next development Iteration |

# Annexure 2: Statement of Work

This Statement of Work (“SOW”) is entered into by and between the End User and Yarris Technologies Pty Ltd (“Service Provider”) based on the parties’ terms and conditions Agreement dated <date>.

# Project summary

Vendor will analyse and assess the current working methods of the End User’s legal team to detail workflows and reporting requirements.

The Dazychain team will consult with the End User’s team to create their custom Dazychain platform, configure the platform, train the group and provide support. These activities are included in the annual subscription.

# Project Requirements

# Vendor responsibilities

Vendor has the following responsibilities to ensure timely completion of the project:

* Coordinate all implementation sessions
* Provide ongoing updates of status of the implementation
* Provide advice regarding best practice use of software
* Provide training and support
* Submit invoicing

# Client responsibilities

Client has the following responsibilities to ensure timely completion of the project

* Commit time to participate and provide information in scheduled sessions
* Participate in regularly scheduled and ad hoc meetings with Vendor as agreed to support delivery, and as needed to address issues and risk mitigation
* Provide access to IT personnel to complete the installation of add-ins and SSO
* Ensure the team attends training
* Review, approve and pay invoices

# Mutual responsibilities

Vendor and Client share the following responsibilities for the duration of the project:

* Develop and follow communications protocols, including points of contact and a project committee to coordinate and follow up as needed

**Activities and cost**

|  |  |  |
| --- | --- | --- |
| **Activity type** |  | **Cost** |
| Business requirements  Configuration  Implementation  Training  Support | * Establish customer requirements and define configuration * Address security /infrastructure queries from customer IT team * Define installation/whitelisting, SSO and add-in requirements * Dazychain configuration based on the requirements from the discovery phase * Configuration demonstration for evaluation and sign off * IT team installs Dazychain drive and Outlook on each user’s computer * Online training and go-live support for legal team members * Account manager connects online on go-live day to assist each team member through the workday to build customer competence and confidence * 3-hour training session * Post implementation review * Law firm training sessions (If applicable) * Ongoing support, training, and consultation for current and new team members * 24-hour online help library and Help Desk from 8am – 6pm AEST | * $1,000 per month for the first 2 users * $200 per month for each additional user * Paid annually in advance |
| SSO configuration | * Connect SSO to production environment and test with Customer IT | $5,000 once-off fee |
| Intake form | * Develop Intake Forms * Configure forms to fit customized Dazychain configuration * Connect to production environment | $7,500 once-off fee |
| **Annual subscription** |  | **$ +GST** |

\* Payment terms as per agreement \* Quote valid for 60 days