



MATRIX SOLUTIONS

Matrix Solutions Master Service Agreement

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Connecting business to technology solutions

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Matrix Solutions

Master Service Agreement

1. Recitals
 - a. Matrix Solutions Pty Ltd provides managed data services, hosted application services and general IT support.
 - b. The Client has agreed to purchase services from Matrix Solutions in accordance with the terms set out in this Service Agreement.
2. Nature of Agreement
 - a. This Agreement provides for the provision of one or more of the following Services to the Client by Matrix Solutions.
 - i. Hosted data services
 - ii. Hosted applications services
 - iii. Remote server management
 - iv. Server co-location services
 - v. Managed IT support including administration of third-party Cloud services
 - vi. Installation, configuration, management, planning and consulting services
 - b. Under the terms of this agreement, the Client may purchase one or more of the desired Services from Matrix Solutions. Each Service will have a separate costs agreement which has been mutually agreed upon.
 - c. Where Matrix Solutions accepts an order for a Service the Client shall be bound to pay for the ordered Service until the Service is terminated.
 - d. The Service will continue subject to the terms and conditions contained herein until terminated by either party giving the other no less than thirty days written notice.
 - e. Subject to the provisions of the agreement, Matrix Solutions will supply the Services in accordance with the Service Levels set out in the Service Level Agreement annexed to the separate costs agreement.
3. Term
 - a. This Agreement, including agreed pricing, is valid for a period of 3 months from the date of Service acceptance. At the end of this period this Agreement will continue to automatically renew every 3 months subject to the terms and conditions contained herein until terminated by either party giving the other no less than thirty days written notice.
4. Payment
 - a. The Client will pay the fees and charges set out in the cost agreement. Payment of all hardware and software invoices is due upon receipt. Payment of project deposit invoices is due upon receipt. Other invoices are payable within 30 days of receipt.
 - b. Hardware or Software purchased from Matrix Solutions by the Client as part of a Service will remain the property of Matrix Solutions until such time as payment is made.
 - c. Risk in the Hardware or Software will pass to the Client on delivery, including but not limited to loss, theft, damage or destruction.
5. Pricing
 - a. Matrix Solutions reserves the right to increase prices as required and will provide at least 30 days notice of any price increase.



6. Hardware and Software Warranties
 - a. Where Matrix Solutions sells to the Client any Hardware or Software as part of a Service, Matrix Solutions provides no warranties or guarantees of service other than those offered by the manufacturer of that Hardware or Software.
7. Network Usage
 - a. The Client represents and warrants that it and any other user of the Service will not knowingly use the Service for unlawful purposes (including without limitation infringement of copyright, trademark, or other intellectual property right, misappropriation of trade secrets, wire fraud, invasion of privacy, obscenity and libel), or to interfere with or disrupt other network users, network services or network equipment. Disruptions include without limitation distribution of unsolicited advertising or chain letters, repeated harassment of other network users, impersonating another such user, falsifying one's network identity for improper or illegal purposes, sending unsolicited mass emailings, propagation of computer worms and viruses, and using the network to make unauthorised entry to any other machine accessible via the network.
 - b. Matrix Solutions does not guarantee that its Services will be continuous or fault free.
8. Termination
 - a. This Agreement may be terminated under the terms of section 3a above.
 - b. Either party may terminate this Agreement immediately upon written notice if:
 - i. A winding-up application is made against the other party, or it makes an assignment of its assets (save for the purposes of a bona fide amalgamation or reconstruction) or enters into an arrangement with its creditors or a class of its creditors;
 - ii. A receiver, a trustee-in-bankruptcy, a liquidator, an administrator or other like person is appointed over any of the assets or business of the other party;
 - iii. A judgment is entered against the other party which prevents it from performing its obligations under the Agreement;
 - iv. The other party ceases to carry on business;
 - v. A mortgagee enters into possession or disposes of the whole or any part of the other party's assets or business;
 - vi. The other party is unable to pay its debts as and when they become due; or
 - vii. The other party has breached a material term of this Agreement and the breach is not capable of being remedied.
 - viii. The other party has breached a material term of this agreement which is capable of remedy but which has not been remedied within 7 days of written notice from the first party.
 - c. Matrix Solutions reserves the right to terminate this Agreement and any affected Services delivered against this Agreement immediately if the client is found to be in breach of section 7a above.
9. Warranties
 - a. In no event shall either party be liable to the other for any loss of profits, cost of cover or other consequential or indirect damages arising out of or in relation to this Agreement or the provision or use of the Services. This



limitation will apply even if a party has been advised of or is aware of the possibility of such damages.

- b. Matrix Solutions warrants that the Services (and any related goods) will be delivered and will perform as set out in this Agreement, including the attached costs agreement / services offer and any other attachments. Other than as expressly set out in this Agreement, to the extent permitted by law, Matrix Solutions specifically disclaims all implied warranties including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of the system or services provided by Matrix Solutions hereunder.
- c. Our liability for damages with respect to the services provided shall in no event exceed the charges previously paid by the firm to us for these services for the period of the contract i.e. 3 months. We offer no warranties, express or implied, regarding the functionality or capabilities of the software products installed as part of this engagement.

10. Confidential Information

- a. Each of the parties undertakes to and agrees with the other that it will not disclose at any time, either during the term of this Agreement or thereafter, any trade secret, financial, business, confidential or other information or data, whether technical or commercial in nature, belonging to or concerning the business operations or affairs of or otherwise relating to the other party or any corporation related thereto, their customers or any other business organisations (or any one of them) acquired by virtue of its relationship with the other party without first obtaining that party's written consent, which may be given on such conditions as that party thinks fit, except where such disclosure is specifically required by law or has become public knowledge by reason of any event other than the default of the disclosing party.

11. Assignment

- a. The Client may not assign, transfer or otherwise dispose of its rights or obligations under this Agreement to any other person, firm or company without the prior written consent of Matrix Solutions. Such consent would not be unreasonably withheld by Matrix Solutions. Matrix Solutions may not assign or transfer its rights under this Agreement without the Client's consent. Such consent would not be unreasonably withheld.

12. Waiver

- a. The failure of a party at any time to require any performance by the other party of a provision of this Agreement will not affect in any way the full right of the waiving party to require that performance subsequently.
- b. The waiver by either party of a breach of a provision will not be deemed a waiver of all or part of that provision or any other provision or of the right of that party to avail itself of its rights subsequently.
- c. No right under the Agreement will be deemed to be waived unless it is in writing signed by the party granting the waiver and will be effective only to the extent specifically set out in that waiver.

13. Severability

- a. If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, but is capable of being read down, it will be read down to the extent necessary to render it binding and enforceable. If it capable of being so read down, then such word or words or, if required, the whole provision



will thereupon be severed and the remainder of this Agreement will otherwise remain in full force and effect.

14. Governing Law

- a. This Agreement is to be governed by, and construed in accordance with, the laws of the State of New South Wales and the parties submit to the jurisdiction of the courts of the State of New South Wales.

15. Entire Agreement

- a. This Agreement and any specific Service provisions such as pricing schedules shall constitute the entire agreement between Matrix Solutions and the Client with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby, including without limitation any non-disclosure agreement previously executed between the parties. This Agreement may be changed only by written agreement between both Matrix Solutions and the Client.

16. Personal Information

- a. In this clause 16:
 - i. 'APPs' means the Australian Privacy Principles in the Privacy Act;
 - ii. 'Client Data' means all data, information, text, drawings, images, content or sounds (together with any database made up of any of these) which are collected, accessed or generated by or on behalf of Matrix Solutions or its staff and subcontractors in connection with this Agreement;
 - iii. 'Eligible Data Breach' has the meaning given in the Privacy Act.
 - iv. 'Personal Information' as defined in the Privacy Act; and
 - v. 'Privacy Act' means the Privacy Act 1988 (Cth).
- b. Matrix Solutions will comply with the APPs in respect of any Personal Information held in Matrix Solutions company data.
- c. Matrix Solutions will ensure that upon termination of the Agreement, all Client Data is returned to Client or deleted.
- d. Matrix Solutions will use its best endeavours to protect the security of the Client Data, including by at all times:
 - i. complying with the MatrixCloud Datacentre Backup and Security Policies;
 - ii. implementing, maintaining, updating and complying with security standards and policies which meet industry best practice and the ISO 27000 series of standards.
- e. Matrix Solutions will not use or disclose the Personal Information except to the extent necessary to:
 - i. provide the Services; or
 - ii. comply with any applicable law (in which case Matrix Solutions must give the Client as much notice as possible).
- f. Matrix Solutions will notify the Client as soon as it becomes aware of an actual or potential breach of security concerning the Client Data, including any event that may be an Eligible Data Breach.
- g. Where requested, Matrix Solutions will co-operate and use its best endeavours to assist the Client and any auditor or regulator nominated by the Client, in relation to any privacy or data security breaches, incidents, audits, complaints or regulatory investigations.



- h. Matrix Solutions expects all clients to carry their own cyber insurance and will not take responsibility for any costs arising out of a data breach.
 - i. These obligations survive termination of this Agreement.
17. Plain English IT Responsibility Statement
- a. We cannot guarantee that no client data will ever be lost. We can guarantee that we have implemented appropriate data security measures such as backup, hardware redundancy and antimalware/antivirus software, which will protect your data.
 - b. We cannot guarantee the performance of third-party Cloud providers. We can guarantee that we will only recommend Cloud providers that have industry best practice DR processes in place.
 - c. We cannot guarantee that there will be no downtime. We can guarantee that we are implementing hardware, software and most importantly, procedures that work to minimise unexpected downtime.
 - d. We cannot guarantee that your software will be error free. We can guarantee that the software solutions we implement are the best of breed solutions available from reputable software vendors. We maintain close relationships with these vendors so that any problems are solved rapidly.

