

Master Product and Services Agreement

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1 Term and Exclusivity

1.1 Parties

- (a) MOBILECOMPUTING.NET.AU Pty Ltd ABN 66 119 352 368 t/as Health IT (**Health IT, We, Our, Us**)
- (b) the person or organisation specified in the Quote (**Customer, You, Your**).

1.2 Agreement

This Master Services Agreement (**Agreement**) establishes the terms and conditions under which Health IT will provide the Products and / or Services outlined in the Quote to the Customer, at the cost outlined in the Quote, subject to any variations to this Agreement included in the Quote.

1.3 Term of the Agreement

The Agreement commences on the date the Customer notifies Health IT it wishes to proceed with acquiring the Products and / or Services outlined in the Quote, and continues until it is varied or cancelled under clause 3, or as otherwise agreed by Health IT and the Customer (**Term**).

1.4 Exclusivity

- (a) The Customer must not engage, or enter into an agreement to engage, another supplier of services which are the same as or similar to the Products and / or Services during the Term without Health IT's prior written approval.
- (b) Health IT provides the Products and / or Services to the Customer on a non-exclusive basis. Nothing in this Agreement prevents Health IT from providing, or entering into an agreement to provide, products or services which are the same as or similar to the Products and / or Services to any third party.

2 Responsibilities

2.1 Our responsibilities

- (a) We will provide You with the Products and / or Services specified in the Quote.
- (b) In order to provide the Products and / or Services under clause 2.1(a) We may need to access Confidential Information that You hold.
- (c) We will only access Confidential Information under clause 2.1(b) where that Confidential Information is reasonably necessary for the performance of Our obligations under this Agreement, and will maintain the confidentiality of that Confidential Information to the best of Our ability.

- (d) We will handle Confidential Information accessed under clause 2.1(b) in a manner that complies with any relevant obligations we have under the Privacy Act.

2.2 Your responsibilities

- (a) You must provide us with access to all systems necessary for Us to perform Our obligations under this Agreement, including via secure remote access or, if necessary, an on-site visit.
- (b) You must provide Us with any reasonably required information, including passwords or other credentials We ask you to provide so that We may perform Our obligations under this Agreement.
- (c) You must advise Us as soon as practical of any IT services or products You wish or intend to obtain from a third party, so that We can review and advise You of whether those services or products are compatible with Our Products and / or Services and Your overall technology environment.
- (d) You must not remove, tamper with or otherwise misuse any Products and / or Services, or related software We provide you at any time.
- (e) Any work We have to undertake as a result of a failure to comply with clause 2.2(d) may, at Our discretion, be subject to out of scope service fees.
- (f) When this Agreement ends, We will remove this software from the relevant computers and You must allow us reasonable access to do so.
- (g) Where We identify and advise You of issues with Your technology environment, such as security risks (**Recommendation**), You must address these issues as soon as reasonably possible.
- (h) If You refuse to comply with advice We give You under clause 2.2(g), We may terminate this Agreement, or ask You to waive Our liability for any issues arising as a result of the issues we identified.

3 Review and Cancellation

3.1 Reviewing / changing the Agreement

- (a) The quantity of the Products or scope of the Services We provide You under this Agreement may be varied by agreement between You and Us.
- (b) Without limiting clause 3.1(a), the prices for Products and / or Services provided under this Agreement will increase according to CPI on each annual anniversary of this Agreement.
- (c) The Agreement may be reviewed at any time. In the absence of the completion of a review, the current Agreement will remain in effect.

Health IT will incorporate revisions into the Agreement if both parties agree to the proposed changes.

3.2 Cancelling the Agreement

- (a) Either party may cancel this Agreement with 90 days' notice in writing.
- (b) The Customer may cancel the Agreement at any time if:
 - i. Health IT is in material breach of the Agreement;
 - ii. the Customer has notified Health IT in writing, specifying in the nature and extent of the breach; and
 - iii. Health IT has failed to remedy the breach within 14 days of receiving this notice, or if the breach is incapable of being remedied.
- (c) Health IT may cancel the Agreement at any time if:
 - i. the Customer is in material breach of the Agreement;
 - ii. Health IT has notified the Customer in writing, specifying the nature and extent of the breach; and
 - iii. the Customer has failed to remedy the breach within 14 days of receiving this notice, or if the breach is incapable of being remedied.

3.3 Third-Party Contracts

- (a) You acknowledge that Health IT may enter into contracts with third parties (e.g. Microsoft Licensing Agreements) in order to provide You with the Products and / or Services (**Third-Party Contracts**).
- (b) You agree to pay Health IT's reasonable costs incurred under Third-Party Contracts:
 - i. during the Term, as outlined in the Quote or by agreement with You; and
 - ii. following termination of this Agreement, where Health IT's obligations under a Third-Party Contract survive termination of this Agreement.

4 Security and Privacy

4.1 Privacy policy

- (a) We collect and use Your personal and business information, and access information stored on Your systems (**Personal Information**) in accordance with Our privacy policy, available at <https://healthit.com.au/privacy>.

- (b) If the performance of rights and obligations under this Agreement involves the handling of any Personal Information, then both parties must:
- i. comply with all applicable provisions of the Privacy Act;
 - ii. use the Personal Information only for the purposes of performing its obligations or exercising its rights under this Agreement;
 - iii. not transfer that Personal Information outside of Australia or allow persons outside of Australia to have access to that Personal Information, unless the other Party has consented in writing to such transfer or access;
 - iv. take all reasonable steps to ensure that such Personal Information is protected against misuse, loss and unauthorised access; and
 - v. without undue delay, notify the other Party if it becomes aware of a breach of any applicable privacy laws in connection with this Agreement.

4.2 Eligible Data Breach

- (a) Promptly, and no later than 7 days upon becoming aware of an actual or suspected Cyber Breach in relation to any of the Customer Environment, the Customer will:
- i. promptly investigate, or procure the investigation of, the Cyber Breach;
 - ii. assess if the Cyber Breach constitutes an Eligible Data Breach and notify Health IT of the following:
 - (A) the reasons why the Customer considers that a reasonable person would or would not conclude that the Cyber Breach is an Eligible Data Breach;
 - (B) whether the Customer will make any statements to the affected individuals and the Office of the Australian Information Commissioner; and
 - (C) where there are reasonable grounds to conclude that the Cyber Breach constitutes an Eligible Data Breach, prepare statements in accordance with section 26WK of Part IIIC of the Privacy Act and make statements to the affected individuals and the Office of the Australian Information Commissioner to notify them of the Cyber Breach.

- (b) On receipt of a notification under clause 4.2(a)ii, that Customer will not be issuing any statements to the affected individuals and the Office of the Australian Information Commissioner, Health IT may:
 - i. promptly investigate, or procure the investigation of, the Cyber Breach;
 - ii. assess if the Cyber Breach constitutes an Eligible Data Breach; and
 - iii. if Health IT considers that there are reasonable grounds to conclude that the Cyber Breach constitutes an Eligible Data Breach, Health IT will:
 - (A) notify Customer of the reasons why Health IT considers that a reasonable person would conclude that the Cyber Breach is an Eligible Data Breach; and
 - (B) prepare statements in accordance with section 26WK of Part IIIC of the Privacy Act and issue the statements to the affected individuals and the Office of the Australian Information Commissioner of the Cyber Breach on behalf of itself and the Customer.
- (c) The Customer will reimburse Health IT on demand for all reasonable costs incurred by Health IT under this clause 4.2.
- (d) If the Customer believes it is unable for any reason to comply with its obligations relating to an Eligible Data Breach, the Customer must notify Health IT as soon as practicable and within 7 days of the discovery of the breach.
- (e) Forensic investigation, remediation or other services required as a result of an Eligible Data Breach are outside the scope of this Agreement.
- (f) The Customer must pay Health IT's reasonable costs for all forensic investigation, remediation or other services Health IT requires as a result of an Eligible Data Breach, if the Eligible Data Breach occurs as a result of the Customer failing to comply with the terms of this Agreement.

4.3 Unauthorised Purpose

- (a) You must not use or permit any other person to use the Products and / or Services for any unauthorised purpose.
- (b) For the purpose of clause 4.3(a), an unauthorised purpose includes:
 - i. attempts (whether or not successful) to access, modify or otherwise disrupt:

- (A) any of the Products and / or Services which We have not expressly authorised You to access or modify;
 - (B) Health IT's network or infrastructure; or
 - (C) any other customer of Health IT, or any computer system other than Yours;
- ii. distributing unsolicited advertising or spamming, monopolisation of services, propagation or transmission of code or software containing computer worms, viruses, trojan horses, key loggers, or any other harmful code or software;
 - iii. any conduct that may endanger the Health IT network or infrastructure;
 - iv. publishing, distributing or disseminating defamatory material;
 - v. making threats, harassing, abusing, stalking;
 - vi. infringing on any third party's copyright, patent, trademark, trade secret or other proprietary right;
 - vii. allowing a minor to be exposed to unsuitable material;
 - viii. storing or transmitting material that violates State or Commonwealth legislation;
 - ix. any conduct of a fraudulent or obscene nature;
 - x. any conduct that violates State, Territory or Commonwealth legislation; or
 - xi. any conduct that may violate the legal rights of any other person.
- (c) A breach, whether actual or suspected, of clause 4.3 is a material breach for the purposes of clause 3.2.

4.4 Disaster Recovery Policy

Health IT maintains a disaster recovery policy which protects against any data loss to Health IT systems. This policy is not published but an abridged version is available to customers on request.

5 Warranties

5.1 Health IT warranties

- (a) Health IT's products and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, the Customer is entitled:
 - i. to cancel its service contract with Health IT; and

- ii. to a refund for the unused portion, or to compensation for its reduced value.
- (b) The Customer is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, the Customer is entitled to have the failure rectified in a reasonable time. If this is not done the Customer is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. The Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- (c) To the extent permitted by law and subject to this clause 5.1, Health IT excludes all conditions, warranties and terms not expressly set out in this Agreement.
- (d) Where applicable law provides any consumer guarantee, condition or warranty which cannot be excluded under clause 5.1(c), Health IT's liability for any breach of such consumer guarantee, condition or warranty will be limited to the extent permitted by applicable law to, at its option to the provision of the entitlements set out in clause 5.1.

5.2 Customer warranties

The Customer warrants that:

- (a) it owns the rights or has the right to use any software, hardware, systems, IP addresses, domain names and all other items in the Customer Environment;
- (b) the Customer Environment is in good working order and it has sole responsibility for the availability and integrity of those systems;
- (c) it will:
 - i. take all reasonable precautions to safeguard its business and specifically its Customer Environment, the Software and Equipment and all applicable software, hardware and data to minimise any loss or disruption, including (as applicable) implementing effective audit control, firewalls, virus checking controls, data security measures and appropriate data and software back-ups; and
 - ii. comply with Health IT or the applicable vendor's written instructions for the access and use of all Products and / or Services used within by the Customer.

6 Indemnity, liability and insurance

6.1 Indemnity

- (a) To the extent permitted by law, Health IT will not be liable for loss (including under a warranty or indemnity) suffered by the Customer, or a failure to provide the Products and / or Services, to the extent caused or contributed to by any of the following:
 - i. a use of the Products and / or Services in combination with materials or services not supplied to the Customer by Health IT;
 - ii. a use of the Products and / or Services in breach of this Agreement;
 - iii. operation or use of any Software, Hardware or Equipment supplied under the Agreement other than in accordance with the recommended operating procedures and relevant user documentation or in accordance with normal business use and requirements;
 - iv. faults, malfunction or defects in any products, software or services provided by third parties; or
 - v. telecommunications or power failure or fault or defective network or internet connection affecting the Customer, or affecting Health IT provided that Health IT is unable to reasonably mitigate through its business continuity and disaster plan.

6.2 Limitation of Liability

- (a) To the extent that Health IT is not permitted to lawfully exclude its liability under clause 6.1, this clause 6.2 will apply.
- (b) To the extent permitted by law, Health IT's total aggregate liability whether in tort (including negligence), contract, breach of statutory duty, misrepresentation, restitution or otherwise, is limited to the Fees paid under this Agreement in the twelve (12) months following the Commencement Date.
- (c) To the extent permitted by law, Health IT is not responsible for any loss or damage incurred by the Customer or any third party and the Customer releases Health IT and its Personnel from all claims in connection with:
 - i. a Cyber Breach, irrespective of whether caused or contributed to by Health IT or its Personnel, including but not limited to, any statutory fines or penalties;
 - ii. the Customer's failure to comply with its obligations under clause 2.2 or warranties under 5.2 (including Customer's failure to implement any Recommendation); or

- iii. a third party's failure to comply with its obligations to the Customer, including under any third party licence terms, service terms or any other terms entered into by the Customer and the relevant third party.
- (d) Unless otherwise specified in the Quote, Health IT's only obligation arising from a Cyber Breach is to attempt the restoration of such Customer data to the last available backup, where applicable.

6.3 No consequential loss

To the extent permitted by law, neither party is liable whether in tort (including for negligence), contract, breach of statutory duty, misrepresentation, restitution or otherwise for indirect loss of profits, loss of business, depletion of goodwill, loss or corruption of data or information, or pure economic loss, or for any other special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

6.4 Proportionate liability

A party's liability under this Agreement will be reduced to the extent that the other party caused or contributed to the relevant liability or the act giving rise to the liability.

6.5 Avoiding or minimising loss

A party which incurs a loss under this Agreement must take reasonable steps to avoid or minimise the loss.

7 Dispute resolution policy

7.1 Dispute Notice

If any dispute or difference arises between the parties with respect to the construction, effect or operation of this Agreement, or with respect to any matter connected with this Agreement or arising out of it (**Dispute**), the parties must take the following steps to attempt to resolve the Dispute:

- (a) either party may serve a written notice on the other party stating the nature of the Dispute and invoking the dispute resolution process set out in this clause 7 (**Dispute Notice**); and
- (b) the parties must meet within ten (10) Business Days after the date of the receipt of the Dispute Notice, or such other period as the parties agree in writing, and negotiate in good faith to resolve the Dispute.

7.2 Mediation

If the Dispute is not resolved in accordance with this clause 7 within twenty (20) Business Days of the date of the Dispute Notice, or such other period as the parties agree in writing, the Dispute will be referred to mediation with the parties (acting reasonably and without undue delay) to agree on a mediator who possesses the requisite skills and qualifications to assist the parties in resolving the Dispute. The parties will equally share all the costs of the mediation, including without limitation any fees charged by mediator.

7.3 Commencing Proceedings

Other than proceedings for urgent interlocutory relief, a party may not commence or maintain any proceedings in any court with respect to a Dispute unless and until that party has complied with the procedures in this clause 7.

7.4 Costs

Each party must bear its own costs of complying with this clause 7, and bear equally the costs of any mediator engaged.

8 Pricing Policy

8.1 Fees for Services

- (a) The Customer must pay the Fees to Health IT, which are specified and invoiced by Health IT in accordance with the Quote, by the due date on any invoice subsequently provided for the Products and / or Services (**Due Date**).
- (b) For the purposes of clause 8.1(a), fees may be paid by:
 - i. Visa or Mastercard;
 - ii. Direct Deposit to Health IT's account, as nominated from time to time by Health IT; or
 - iii. Automated payment, using platforms such as Ezidebit and WisePay, following completion of a set-up form as determined by Health IT.
- (c) If the total price on the Quote totals \$1000.00 or more, that price must be must be paid in full before Health IT orders any Products, or provides any Services.
- (d) Health IT may vary the Fees in accordance with clause 3.1.
- (e) The Customer must notify Health IT prior to the Due Date if they wish to dispute an invoice.
- (f) Health IT may, at its discretion, stop providing the Products and / or Services on the 14th day past the Due Date of an invoice.
- (g) Should the Customer fail to pay an invoice within 30 days, their account will be suspended until payment has been received.
- (h) If the Customer fails to pay an invoice account for 7 days after their account is suspended in accordance with clause 8.1(g), a debt collector will be instructed to recover the unpaid amount.
- (i) Health IT will not be liable for losses that the Customer or a third-party sustains because of the suspension or termination of the Services under this clause 8.1.

8.2 Other Fee Increases

- (a) During the Term and in addition to its rights under clause 3.1 and clause 8.1, Health IT may increase the Fees on written notice to the Customer as follows:
- i. following any increase in the costs of providing the Products and / or Services as result of any change or increase in costs passed on by any third party suppliers. Any increase in Fees under this clause must be done on a cost pass through basis and must not exceed the increase applied by the third party suppliers. Where able to do so, on request, Health IT will provide the Customer with reasonable written evidence verifying the third party supplier's increase; and
 - ii. following any material increase in the costs of providing the Products and / or Services as a result of any change or increase in the costs of labour, insurance or such other internal cost to Health IT. Any increase in Fees under this clause must be done on a cost pass through basis where possible having regard to the actual increase in the costs of providing the Products and / or Services.

9 Non Solicitation

- (a) Each Party agrees not to directly or indirectly solicit, recruit or make an offer of employment to the Personnel of the other Party during the Term and for a period of twelve (12) months following the expiration or termination of the Agreement.
- (b) If the Customer breaches this clause, the Customer agrees to pay Health IT a fee equal to the solicited/engaged employee's last annual Health IT gross taxable remuneration package as compensation. The Customer agrees this is a genuine estimate of the loss and damage that would be suffered by Health IT.

10 Title and risk

10.1 Title

If and to the extent that Products relate to hardware or equipment, title to any Products delivered to You by Health IT does not pass to You unless and until payment for those Products is received by Us in full, unless otherwise agreed by the parties.

10.2 Risk

Risk in the Products passes to You on delivery to You by Health IT.

11 Intellectual Property Rights and Confidential Information

11.1 Intellectual Property Rights

- (a) The Customer acknowledges that Health IT and its licensors own or are entitled to all right, title to and interest including all Intellectual Property Rights in the Products and / or Services and any documentation supplied by Health IT to the Customer in connection with the Products and / or Services.
- (b) Nothing in this Agreement transfers ownership of the Intellectual Property Rights subsisting in the Products and / or Services and related documentation except as expressly permitted by the terms of this Agreement.

11.2 Treatment of Confidential Information

Each Party acknowledges that the Confidential Information of the other Party is valuable to the other Party. Each Party undertakes to keep the Confidential Information of the other Party secret and to protect and preserve the confidential nature and secrecy of the Confidential Information of the other Party.

11.3 Use of Confidential Information

A Recipient may only use the Confidential Information of the Discloser for the purposes of performing the Recipient's obligations or exercising the Recipient's rights under this Agreement.

11.4 Disclosure of Confidential Information

A Recipient must not disclose Confidential Information of the Discloser to any person except:

- (a) representatives, legal advisers, auditors and other consultants of the Recipient who require it for the purposes of performing its obligations or exercising its rights under this Agreement and then only on a need to know basis; or
- (b) if required to do so by Law or a stock exchange.

11.5 Return of Confidential Information

Upon the expiry or termination of this Agreement, the Recipient must promptly deliver to the Discloser all documents or other materials containing or referring to the Discloser's Confidential Information which are in the Recipient's possession, power or control or in the possession power or control of persons who have received the Confidential Information from the Recipient under clause 11.4.

12 General provisions

12.1 Notices

- (a) Any notice may be served by email, or by delivery in person or by post to the address of the recipient specified in this clause or most recently notified by the recipient to the sender.

- (b) Any notice to or by a party under this Agreement must be in writing and signed by either:
 - i. the sender or, if a corporate party, an authorised officer of the sender; or
 - ii. the Party's solicitor.
- (c) Any notice is effective for the purposes of this Agreement on delivery to the recipient, in person or via email, before 4pm AEST on the day on which the notice is delivered or sent. Otherwise, the notice is effective from 9am AEST the next day following delivery or receipt. A notice sent by email will be deemed received when the message enters the recipient's mail server.
- (d) The addresses for service for notices of the parties are:
 - i. For Health IT, by delivery or post to 18 / 121 Newmarket Road, Windsor QLD 4030, or by email to peter@healthit.com.au, as varied by Health IT from time to time by written notice to the Customer.
 - ii. For the Customer, the address or email address noted on the Quote.

12.2 Waiver

A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the Party or Parties to be bound.

12.3 Severability

If any part or provision of this Agreement is judged invalid or unenforceable in a jurisdiction, it is severed for that jurisdiction, and the remainder of this Agreement will continue to operate in full force.

12.4 Force majeure

- (a) Neither Party will be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.
- (b) If a Force Majeure Event arises:
 - i. the affected Party must notify the other Party of the extent to which the affected Party is unable to perform its obligations; and
 - ii. the affected Party will use its reasonable endeavours to mitigate the effect of the Force Majeure Event; and the affected Party will not be liable to the other Party for any claim the other Party suffers or incurs as a result of that Force Majeure Event.

- (c) A Force Majeure Event does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner.
- (d) If the Force Majeure Event continues for a period of more than thirty (30) days, either Party may terminate this Agreement by written notice to the other Party.

12.5 Governing law and jurisdiction

This Agreement will be deemed to have been made in the state of Queensland, Australia and will be governed by the laws of that state. The parties agree to submit to the exclusive jurisdiction of the courts of that state.

13 Definitions

Agreement	Agreement has the meaning given in clause 1.2.
Business Days	Business Day means a day that is not a Saturday, Sunday or public holiday in Queensland.
Claim	against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
Confidential Information	Includes, but is not limited to: <ul style="list-style-type: none"> (a) this Agreement; and (b) any financial information, business information, personal information, information obtained through performance, technical information, health information or information otherwise disclosed by Health IT and the Customer to each other that could reasonably be described as confidential; and (c) any other information that would be apparent to a reasonable person that such information was disclosed in confidence.
CPI	Consumer Price Index (All groups), as determined by the Australian Bureau of Statistics. The annual CPI rate is taken as the average of the previous 4 quarters. In the unlikely case of negative inflation across 4 quarters, the CPI will be deemed to be zero.
Customer Environment	Customer Environment means Customer's information technology, telecommunications, internet and other relevant infrastructure that interfaces with the Services.
Cyber Breach	Cyber Breach means any incident in respect of the Customer Environment or Customer data (including in respect of Personal Information held or stored by Health IT on behalf of Customer) (Data) that results in:

	<p>(a) an Eligible Data Breach;</p> <p>(b) the Data having been misused, interfered with, corrupted or subject to unauthorised access, modification or disclosure;</p> <p>(c) unauthorised access to the Data, storage device or computer network in which such information is stored;</p> <p>(d) that Data or the storage device or computer system on which such information is stored being lost or misplaced; or</p> <p>(e) any part of the Data becoming corrupted, not accessible, incorrectly modified or deleted as a result of loss, unauthorised disclosure or unauthorised access.</p>
Discloser	Discloser means a discloser of confidential information.
Dispute	Dispute has the meaning given in clause 7.1.
Dispute Notice	Dispute Notice has the meaning given in clause 7.1(a).
Due Date	Due Date has the meaning given in clause 8.1(a).
Eligible Data Breach	Eligible Data Breach has the meaning as defined in section 26WE(2) of the Privacy Act.
Fees	Fees means the fees payable by the Customer for the Services, Hardware, third party products, third party services project based work, on-boarding assistance or off-boarding assistance, as specified in the Quote.
Force Majeure Event	Force Majeure Event means an event which is beyond the reasonable control of the party affected, whether foreseeable or otherwise, and which could not have been prevented by the party affected exercising reasonable diligence and includes an act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning strike, storm, tempest, drought, war or pandemic (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection, explosion, government intervention, act of public enemy, sabotage, malicious damage, terrorism, civil unrest, contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel, confiscation, requisition, expropriation, prohibition, embargo, damage to property by or under the order of any government authority, strikes at a national level or industrial disputes at a national level, or any failure of the internet or telecommunications services, any failure of public service, absence of transport facilities, absence of raw material supplies, plant breakdown or failure of plant to perform to expected specifications.
Intellectual Property Rights	Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how,

	confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.
Personal Information	Personal Information has the meaning given in clause 4.1(a).
Personnel	Personnel means in respect of a party, that party's employees, officers, contractors and agents.
Privacy Act	Privacy Act means the <i>Privacy Act 1988 (Cth)</i> .
Products	Products means computer software, hardware and related equipment supplied to the Customer by Health IT under this Agreement, as set out in the Quote or any other agreement between Health IT and the Customer.
Quote	The Quote document that details the Products and / or Services to be provided to the Customer, in the form approved by Health IT from time to time.
Recommendation	Recommendation has the meaning given in clause 2.2(g).
Recipient	Recipient means a recipient of Confidential Information.
Services	Services means the services Health IT agrees to provide to the Customer from time to time, as set out in the Quote or any other agreement between Health IT and the Customer.
Term	Term has the meaning given in clause 1.3.
Third-Party Contracts	Third-Party Contracts has the meaning given in clause 3.3.

END OF MASTER SERVICES AGREEMENT
