THIRD-PARTY PRODUCTS AGREEMENT

BACKGROUND

(A) Kinetic IT is a reseller of the Third-Party Products.

(B) Kinetic IT has provided the Customer with a Quote for the Third-Party Products.

(C) The Customer has agreed to purchase the Third-Party Products from Kinetic IT in accordance with the Agreement.

THE PARTIES AGREE TO THE FOLLOWING:

1. DEFINITIONS

In the Agreement, unless the context dictates otherwise:

Agreement means this supply of Third-Party Products Agreement between the Parties.

Customer means the person or entity described as the Customer in the Quote.

Customer Agreement means the End User Licence Agreement or similar as between the Vendor and the Customer which sets out the terms of use of the Third-Party Product.

Fees means the fees set out in the Quote.

Kinetic IT means Kinetic IT Pty Ltd (ACN 072 941 943) of Ground Floor, 30 the Esplanade, Perth in the State of Western Australia.

Purchase Order means a purchase order issued by the Customer confirming acceptance of Quote.

Quote means a quote issued by Kinetic IT to the Customer for the supply of the Third-Party Products.

Third-Party Product means the third-party products as described in a Quote.

Vendor means the vendor of the Third-Party Products.

2. APPLICATION OF THE AGREEMENT

The Agreement applies whenever Kinetic IT supplies Third-Party Products in its capacity as a reseller of the Third-Party Products. The Customer agrees that any of the following gives rise to an enforceable agreement between the parties:

(a) Issuing a Purchase Order for the supply of the Third-Party Products or by otherwise confirming in writing that it accepts a Quote.

(b) Using the Third-Party Products supplied by Kinetic IT notwithstanding that the Customer has not issued a Purchase Order.

(c) Making a payment to Kinetic IT for the Third-Party Products.

3. THIRD-PARTY PRODUCTS

The Customer acknowledges and agrees that:

(a) Kinetic IT provides the Customer with the Third-Party Products solely in its capacity as an authorised reseller of the Third-Party Products and Kinetic IT is not a franchisee, partner or joint venturer of the Vendor.

(b) the terms of use of the Third-Party Products are as set out in the relevant Customer Agreement.

(c) Kinetic IT is not party to the Customer Agreement and the Customer waives any right to pursue Kinetic IT for any claim in relation to the Third-Party Product.

(d) The Third-Party Products are supplied "as is".

(e) Subject to clause 6.5, Kinetic IT gives no warranties (express, implied or statutory), makes no representations or commitments that the Third-Party Products will perform in any particular way or meet any particular needs of the Customer and, without limiting the generality of the foregoing, to the extent to which the Third-Party Products are ICT security products, Kinetic IT makes no warranties that the Third-Party Products will result in the Customer's ICT network being immune from cyber threat, viruses or malicious intent. This clause 3(e) applies notwithstanding

that Kinetic IT may have provided the Customer with advice, recommendations, information or assistance in relation to the Third-Party Products.

(f) It is the Customer's responsibility to make such enquiries and conduct such investigations as are appropriate in order to ensure that the Third-Party Products are suitable for its purposes and that they comply with any advice or recommendations received from Kinetic IT or any third party.

(g) Subject to clause 6.5, Kinetic IT has no liability for any losses suffered or incurred by the Customer, howsoever arising (including in tort and for breach of a statutory duty) in relation to the Third-Party Products and, in the event that Kinetic IT is held liable for any losses suffered or incurred by the Customer in relation to the Third-Party Products, Kinetic IT's liability in the aggregate for all claims (including in tort and for breach of a statutory duty) shall not exceed AUD$1,000.00.

(h) Kinetic IT has no obligation to provide any technical or other support in relation to the Third-Party Products.

4. CONFLICT OF TERMS

(a) Any additional terms and conditions attached by the Customer to its Purchase Order are of no effect.

(b) Any conflicting terms contained in a Customer Agreement have no effect on the terms of the Agreement.

5. PAYMENT OF INVOICES

Fees are due and payable within 30 days of receipt of an invoice. If payment is not received within 30 days from the date of receipt of invoices, late payment charges will accrue on a pro-rated basis at 2% per month.

6. GENERAL

6.1 Waiver

A right or remedy may only be waived in writing (signed by the Party giving the waiver) and a waiver of a right or remedy (either wholly or in part) on one or more occasions does not operate as a waiver of that right or remedy or as an estoppel precluding enforcement of that right or remedy if it arises again.

6.2 Variation

The Agreement may only be varied by written agreement of authorised representatives of the Parties.

6.3 Severance

If any provision of the Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable unless this would materially change the intended effect of the Agreement.

6.4 Governing law

The Agreement is governed by the laws of Western Australia. The parties submit to the jurisdiction of the Courts of Western Australia and each party waives any right it may have to claim those courts are an inconvenient forum.

6.5 Exclusion of implied conditions and warranties

To the full extent permitted by law, all conditions and warranties which would otherwise be implied in the Agreement (by statute, general law, customs or otherwise) are expressly excluded. If, and to the extent, consumer guarantees are implied by the Australian Consumer Law, Kinetic IT's failure to comply with such guarantees is limited to the re-supply of the applicable Third-Party Products. For the avoidance of doubt, the Agreement does not purport to limit or exclude any consumer guarantees implied by applicable legislation.