

use is outside the purpose for which the Services, except that the indemnify ARI under this clause proportionally to the extent of negligent act or omission of ARI contributed to the loss or damage. Each party will maintain appropriate insurance policies to cover liability under or pursuant to this Agreement.

Standard Terms and Conditions

Capitalised terms have the meaning given them in the Service Details or these Terms and Conditions

In this Services Agreement ("this Agreement"):
"IP" means all intellectual property rights, including:
(a) patents, plant breeder's rights, copyright, rights in circuit layouts, registered designs, trademarks and knowhow; and
(b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

but excludes Moral Rights and similar non-assignable personal rights of any person.

"Confidential Information" means any information identified as confidential and disclosed by one party to the other for the purposes of this Agreement but does not include information that is in the public domain, is already lawfully known to the receiving party, has been independently developed by the receiving party or is required to be disclosed by law.

- 2.2 Copyright in the Deliverables passes to the Client under this Agreement upon payment of the Fee.
- 2.3 The Client will respect the Moral Rights of the authors in the Deliverables.

3 Confidentiality

- 3.1 Each party will keep confidential and only use for the purposes of the Services the other party's Confidential Information unless written approval is obtained.
- 3.2 Each party may disclose such Confidential Information to its employees and agents as necessary for the performance of the Services provided such persons have been informed of the confidential nature of the information and have agreed to keep it confidential.

4 Publicity

Neither party shall use the name or logo of the other party as a consequence of or in connection with this Agreement without the prior written permission of the other party.

5 Fee and Payment

The Client agrees to pay ARI the Fee and any incidental costs (including GST) in the time and manner set out in the Services Details or as agreed in writing between the parties.

6 Risk Management

- 6.1 ARI guarantees that the Services will be:
 - (a) carried out with due care and skill;
 - (b) fit for the purpose that the Client has made known to ARI; and
 - (c) provided by the Completion Date specified in the Services Details, or as agreed in writing or within a reasonable time.
- 6.2 To the full extent permitted by law, ARI's total liability for failure to comply with any of the guarantees in clause 6.1 is limited to the re-supply of the Services or the cost of having the Services re-supplied.
- 6.3 Subject to clauses 6.1 and 6.2, the Client agrees that it will use the Deliverables at its own risk.

- 7 **Termination**
- 7.1 Unless terminated earlier this Agreement shall continue in force.
- 7.2 If either party commits a breach of this Agreement, the other party may request in writing that the breach be remedied, and if this is not done within 30 days of the request then the other party may terminate this Agreement immediately.
- 7.3