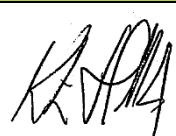


**Separate AGAR from HHCApp**

<b>Agreement Reference</b>	AGAR-155	<b>Project Number (if applicable)</b>	Q#4211
<b>Between</b>	<b>Nexus6 Software Pty Ltd (Nexus6) ABN: 65 096 841 244</b>		
<b>And</b>	<b>AGAR (Customer)</b>	<b>Client Number</b>	134
<b>Name</b>	Geoffrey Coombs	<b>Email</b>	Geoffrey.Coombs@health.wa.gov.au
<b>Issue Date</b>	November 19 <sup>th</sup> 2019	<b>Expiry Date</b>	30 Days after Issue Date
<p><b>AGREEMENT:</b> In consideration of payment by <b>Customer</b> of the fees indicated, <b>Nexus6</b> agrees to provide <b>Customer</b> with services necessary to perform the services identified in the Services Schedule. Unless expressly stated otherwise, times to perform services are estimates only. The parties acknowledge and agree that this Agreement shall be subject to the Terms and Conditions set out on the reverse of this page.</p>			
<b>SERVICES SCHEDULE</b>			
<b>Project Name</b>	<b>Separate AGAR from HHCApp</b>		
<b>Description of Work</b>	<p>This project will modify the HHCApp/AGAR web application such that any HHCApp functionality is disabled in the AGAR Application and any AGAR functionality is disabled in HHCApp.</p> <p>To complete this project, the following tasks will be undertaken:</p> <ol style="list-style-type: none"> <li>1. A new AGAR project and database will be created as a stand-alone application</li> <li>2. A purge script created to remove all HH data from AGAR and all AGAR data from HHCApp</li> <li>3. A script will be created and setup to run daily to synchronise AGAR Jurisdiction/Region/Organisation data from HHCApp</li> <li>4. An AGAR environment will be established on a Bulletproof server</li> <li>5. User roles in AGAR will be limited to Admin, Lab User, Region Admin and Organisation Admin</li> <li>6. The Lab User and AGAR Admin roles will be removed from HHCApp</li> <li>7. User administration functionality will be enabled for the AGAR Administrator role</li> <li>8. All AGAR functionality and menus will be removed from HHCApp</li> <li>9. All HHCApp functionality and menus will be removed from AGAR</li> <li>10. The System Access and User Roles functionality will be updated in each application</li> <li>11. All changes will be tested in the dev environment before being deployed to Bulletproof</li> <li>12. A “dry-run” cut-over to the new application will be performed so that AGAR and Commission staff can confirm the changes on the Bulletproof server</li> <li>13. The new AGAR application will be made available to general users</li> </ol>		
<b>Assumptions</b>	<ol style="list-style-type: none"> <li>1. All AGAR data will be permanently and irrevocably removed from HHCApp.</li> <li>2. All HHCApp data will be permanently and irrevocably removed from AGAR.</li> <li>3. Arrangements will be made between the Commission and Bulletproof to replicate the current HHCApp hosting environment for the new AGAR application.</li> <li>4. All DNS and SSL arrangements will be made by the Commission</li> </ol>		
<b>Exclusions</b>	None.		
<b>Expected Commencement Date</b>	7 days from quote sign-off	<b>Expected Completion Date</b>	45 days from project start
<b>FEE BASIS</b>	Fixed Price		

FEES						
	RATE	Plus GST	TOTAL RATE	Units	No. of Units	Total (Including GST)
Project Management	\$110.00	\$11.00	\$121.00	Hours	32	\$3,872.00
Development	\$100.00	\$10.00	\$110.00	Hours	215	\$23,650.00
Testing	\$70.00	\$7.00	\$77.00	Hours	54	\$4,158.00
<b>Total Units and Fees</b>					<b>301</b>	<b>\$31,680.00</b>

PAYMENT TERMS				
	%	\$	GST	TOTAL (Including GST)
On Completion	100	\$28,800.00	\$2,880.00	\$31,680.00
Cancellation	Should Customer cancel the project prior to completion, then Customer will be responsible for payment of all work performed prior to the cancellation date.			
Executed by Customer			Executed by Nexus6	
Signed:				
Name:	Name: Kirk Holland			
Title:	Title: Director			
Date:	Date: 19 <sup>th</sup> November 2019			

**Terms and Conditions**

- Consulting Services**

Nexus6 will provide services ordered by Customer as specified in the Order Form under the terms and conditions of this Agreement. Unless agreed otherwise in writing, any additional services acquired by Customer outside the dates specified overleaf shall be provided on the terms and conditions stated in this Agreement.
- Travel and Expenses**

For any on-site service requested by Customer, Customer shall book and directly pay for air travel and accommodation charges. In addition Customer agrees to reimburse Nexus6 for any reasonable local travel and the consultant per diem. The consultant per diem covers all meals and incidentals. If customer is unable to book and directly pay for air travel and accommodation, Customer agrees to reimburse Nexus6 for the actual expense.
- Invoicing and Payment**

Unless otherwise stated in the Order Form, all fees, charges or other amounts payable under this Agreement shall be payable within fourteen (14) days of date on invoice. The T&M consulting fee daily rates specified in the Order Form are for Services provided averaging over the invoice period, an eight (8) hour professional day. A professional day is a normal business day, Monday to Friday during which Nexus6 staff average eight (8) work hours over the invoice period, Customer agrees to pay for Services extending beyond the eight (8) hour average, invoiced at the pro rata hourly rate for the consultant.

Customer shall reimburse Nexus6 for any statutory charges such as taxes or levies, other than income tax, that are imposed on Nexus6 pursuant to this Agreement.

Customer agrees that, for services supplied by Nexus6 GST is payable in respect of these services and Nexus6 will charge this GST and the client will pay this GST. Fees quoted in this Agreement are inclusive of GST.

#### 4. Rights to Developments

Any enhancements or modifications to Nexus6's computer software and documentation or any software and documentation that is developed for Customer pursuant to a work order covered by this Agreement (collectively, "Developments"), shall be the property of Nexus6. Nexus6 grants to Customer a perpetual, royalty-free, non exclusive, non-transferable license to use such software on Customer's computer equipment upon receipt of payment for the relevant Service, for internal data processing.

#### 5. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data, or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. Nexus6's liability for damages hereunder shall in no event exceed the amount of fees paid by Customer under this Agreement.

#### 6. Agreements covering the development of Customer specific enhancements or modifications to Nexus6's LMS

- a. Customer has 10 working days to perform acceptance testing, else deliverable is deemed to be accepted and the final payment due and payable.
- b. Unless specifically detailed in the Services Schedule, ongoing maintenance of any Nexus6 LMS software enhancement or modification is not covered by this Agreement. Such additional work may become necessary to ensure ongoing operation and/or allow the Customer to upgrade Nexus6 LMS to subsequent releases. Nexus6 does provide consulting services to perform such additional work on a time and materials basis.

#### 7. General

- a. Services acquired under this Agreement were bid separately from any program licenses. Customer understands it has the right to acquire any program licenses without acquiring these Services, and that the Customer has the right to acquire any program licenses separately at the fees stated on the license and the Services at the fees stated on the Agreement.
- b. This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the Services and Developments. It is expressly agreed that any terms and conditions of Customer's purchase order shall be superseded by and/or be subject to the terms and conditions of this Agreement.
- c. The parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to Nexus6's software programs and documentation, Developments, and all information clearly marked as confidential or information which is confidential by operation of law.
- d. Customer agrees not to employ any employee or former employee of Nexus6 Software Pty who performed any services under this Agreement with a period of twelve (12) months or less of the provision of those services. In the event of breach of this condition, Customer will pay to Nexus6 Software Pty as liquidated damages and not as a penalty, an amount equal to 30% of the annual base salary for the relevant employee.
- e. With the exception of Clause 5 of this Consulting Services Agreement, where inconsistencies exist between any initiating Agreement between the parties and this Agreement, this Agreement takes precedence.
- f. The client must give 30 days' notice for termination of the services listed in this order. The notification must be supplied in writing.