

Sensei Terms and Conditions

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End User details

| | |
|----------------------|--|
| Company name | |
| Trading name | |
| ABN/ACN | |
| Address | |
| Representative Name | |
| Representative Phone | |
| Representative Email | |

Sensei details

| | |
|----------------------|------------------------------|
| Company name | Sensei Productivity Pty Ltd |
| ABN/ACN | 34 610 828 656 / 610 828 656 |
| Address | |
| Representative Name | |
| Representative Phone | |
| Representative Email | |

Version details

| # | Date | Details |
|-----|------|-----------------|
| 0.1 | | Sensei original |
| | | |
| | | |

Terms and Conditions

These terms and conditions will govern all services that Sensei Productivity Pty Ltd agree to provide to You or on your behalf, unless otherwise expressly agreed.

1. Definitions and Interpretation

Unless the context otherwise requires the following words have the following meaning:-

- 1.1. **"Existing Material"** means Intellectual Property belonging to, or controlled by, Us that was in existence prior to the commencement date of this Agreement or the commencement of Services provision by Us to You.
- 1.2. **"Fees"** means the fees set out in this Sensei Project Solutions Proposal;
- 1.3. **"Force Majeure"** means an event beyond the reasonable control of the affected party, which occurs without the fault or negligence of the affected party. This includes, but is not limited to, act of God, fire, flood, act of violence, terrorism, pandemic, or any similar occurrence.
- 1.4. **"Intellectual Property Rights"** means patents, inventions (whether patentable or not), copyrights, moral rights, design rights, trademarks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights (whether registered or unregistered, and whether in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of the aforesaid items, rights in the nature of the aforesaid items in any country or jurisdiction, and any rights in the nature of unfair competition rights.
- 1.5. **"New Material"** means any material created by us for the purposes of this proposal or contract;
- 1.6. **"Payment Terms"** means the lesser of 30 days from the date of issue on a correctly rendered invoice from Us to You, or the terms specified within the proposal or contract agreed between two parties
- 1.7. **"Proposal"** means a proposal provided by us to you (including all attachments) and includes any written variations to that proposal agreed to by us;
- 1.8. **"Services"** means the services set out in the Sensei Project Solutions Proposal and any other services which we agree to provide;
- 1.9. **"Services Program"** means the program set out in the Sensei Project Solutions Proposal (if any) for delivery of the Services;
- 1.10. **"You"** and **"Your"** means the Customer identified in the Sensei Project Solutions Proposal;
- 1.11. **"Your Responsibilities"** means your responsibilities as specified in the Sensei Project Solutions Proposal and these terms and conditions; and
- 1.12. **"We"**, **"us"** and **"our"** means Sensei Project Solutions.

2. Provision of Services

- 2.1. We will provide the Services to you in accordance with any applicable Services Program.
- 2.2. We warrant that
 - 2.2.1. the Services will be provided:
 - 2.2.1.1. in a diligent and professional manner;
 - 2.2.1.2. utilising suitably skilled employees;
 - 2.2.1.3. utilising sufficient resources; and
 - 2.2.1.4. in accordance with sound and accepted professional practice existing at the date of your acceptance of the Proposal.
 - 2.2.2. the Services provided by us to you in connection with this agreement under a fixed price services provision, and any product resulting from those Services, will be fit for the purposes made known to us by you, for a period of 30 days after the date on which the Services are provided by us to you.
- 2.3. Where Services are provided on a time and materials basis:
 - 2.3.1. we will create and maintain proper records of the time worked by each of our employees and we will provide copies of those records or a summary of those records to you on request. Unless otherwise agreed by us, in calculating our time and materials based Fees, the time spent will include all time allocated to providing that Service including travelling time;
 - 2.3.2. the risk in the time taken to deliver an outcome is worn by You. If time taken to deliver an outcome takes longer to achieve than originally estimated within a Proposal, additional charges may be reasonably incurred and charged to You. We explicitly do not warrant that an outcome or deliverable will be reached within a certain time period under a time and materials engagement model. For the avoidance of doubt, this clause 2.3.2 also applies to defect resolution.
- 2.4. If we have specified that any particular employees will be involved in the provision of the Services, we will endeavour to ensure that the relevant Services are provided by the nominated employees. If any named employee is not available or able to perform any of the Services, we will identify a suitably skilled alternative employee to perform those Services.

- 2.5. We will endeavor to provide the Services without unreasonable delay but we will not be liable for any failure or delay in the provision of the Services which is caused or contributed to by you or your contractors or an event outside our direct reasonable control.
- 2.6. Our provision of the Services is subject to you:
 - 2.6.1. complying with Your Responsibilities as and when reasonably required by us; and
 - 2.6.2. paying Fees to us in accordance with the Payment Terms.

3. Payment for Services

- 3.1. You must pay us the Fees in accordance with the provisions of the Payment Terms.
- 3.2. Subject to clause 3.3, payment of Fees must not be refused or delayed.
- 3.3. If a genuine dispute arises regarding the amount of a Fee, you may suspend payment of the disputed amount pending resolution of the dispute but you must pay all other amounts in accordance with the Payment Terms.
- 3.4. If you fail to pay any amount to us by the due date on a properly rendered invoice;
 - 3.4.1. you must pay interest on the amount due calculated from the due date until the date of payment at a rate which is equivalent to the prevailing Reserve Bank of Australia cash rate,
 - 3.4.2. any relevant Services, product subscriptions, or support provisions will be discontinued and/or decommissioned.
- 3.5. If any new or varied tax is introduced (other than on our income) which increases our costs or reduces our profit in providing Services, we may make an appropriate adjustment to our Fees.
- 3.6. Unless otherwise stated, any Fees quoted within this proposal are exclusive of expenses for travel outside of Melbourne, Sydney, Adelaide or Brisbane CBD. If expenses are reasonably incurred for travel outside of these areas, these will be invoiced to You on a weekly basis as reasonably incurred.
 - 3.6.1. The expenses referred to in this clause 3.6 may include, but are not exclusive to, airfares, accommodation, per diem daily expenses, taxi fares, and car parking allowances.
- 3.7. With regards to GST;
 - 3.7.1. Unless stated otherwise, each consideration or payment obligation in this Agreement is exclusive of GST.
 - 3.7.2. "GST" has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
 - 3.7.3. Sensei's must fulfil its legal requirements pertaining to GST as outlined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 3.8. Any annual product or support subscriptions will automatically renew upon expiry of the relevant subscription period, unless either party provides 30 days' written notice prior to the renewal date to the other party that they do not wish to renew the subscription. Please note, any changes to fees will be communicated first.
- 3.9. Annual subscriptions including products and support will be subject to pricing increases of 3.5% each year (unless otherwise notified in writing).

4. Variation of Services to be Provided

- 4.1. If we suggest or if you request a variation of the Services to be provided pursuant to the Sensei Project Solutions Proposal including (without limitation) the provision by us of additional services, we will provide you with a written proposal specifying the cost and other terms upon which we would be prepared to agree to that variation.
- 4.2. If we consider that the preparation of a variation proposal will require significant effort, we may require you to agree to pay us for preparing the variation proposal
- 4.3. Neither you nor we are obliged to agree to any variation, but you and we agree to review and discuss any variation proposal in good faith.

5. Intellectual Property Rights, Privacy & Confidentiality

Unless otherwise expressly stated in the Sensei Project Solutions Proposal:

- 5.1. Intellectual Property Rights in all New Material will vest in us as those rights are created.
- 5.2. We hereby grant You a perpetual, non-exclusive, royalty-free licence to use, reproduce, adapt, and modify the Intellectual Property Rights in all New Material for the explicit purpose of the project or for internal purposes.
 - 5.2.1. The licence granted under this Clause 5.2 excludes the right to commercially exploit the Intellectual Property Rights in New Material.
- 5.3. Clause 5.1 does not affect the Intellectual Property Rights in Existing Material. We grant to You a non-exclusive and non-transferable licence to exercise the Intellectual Property Rights in Existing Material and to sublicense these rights. To the extent that any Intellectual Property Rights in Existing Material are owned by a third party, We must procure for You a licence on the same terms from that third party.

- 5.4. We warrant that our provision of the Services will not infringe the Intellectual Property Rights of any third party and we agree to indemnify you against any liability you may reasonably sustain if our provision of the Services infringes the Intellectual Property Rights of any third party. If any aspect of the Services infringes a third party's Intellectual Property Rights, we may arrange a non-infringing work-around or obtain a license at our cost permitting your use of the relevant Services.
- 5.5. If you have provided us with any material for use in connection with the provision of the Services, you warrant that our use of that material will not infringe the Intellectual Property Rights of any third party and you agree to indemnify us against any direct liability we may reasonably sustain to the extent that our use of the material infringes the Intellectual Property Rights of any third party.
- 5.6. You will give us notice of any infringement of our copyright or any other right of ours that comes to your attention.
- 5.7. Privacy obligations
- (a) Nothing in this agreement derogates from any obligation which either party may have under the Privacy Act 1988 (Cth) (**Privacy Act**), or any other Act, regulation or other legislative instrument requiring secrecy or confidentiality in dealing with information.
 - (b) Where we deal with personal information when, in connection with this agreement we agree:
 - (i) to comply with any applicable privacy and data protection laws;
 - (ii) to use or disclose personal information obtained during the course of providing Services under this agreement, only for the purposes of this agreement;
 - (iii) not to do any act or engage in any practice that would breach an IPP, NPP or APP under the Privacy Act, which if done or engaged in by an agency or by you, would be a breach of that IPP, NPP or APP;
 - (iv) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the Privacy Act;
 - (v) not to use or disclose personal information or engage in an act or practice that would breach the Privacy Act where a particular section, NPP or APC or APP is applicable us;
 - (vi) to immediately notify you if we become aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 5.10;
 - (vii) to ensure that all of our employees who are required to deal with personal information for the purposes of this agreement are made aware of our obligations set out in this clause 5.10.
 - (c) We agree to indemnify you in respect of any loss or liability suffered or incurred by you which arises directly or indirectly from a breach of any of our obligations under this clause 5.10.
 - (d) In this clause 5.10, the terms 'agency', 'approved privacy code' (APC), 'Australian Privacy Principle' (APP), 'Information Privacy Principle' (IPP), and 'National Privacy Principle' (NPP) and 'personal information' have the same meaning as they have in the Privacy Act.
 - (e) The provisions of this clause 5.10 shall survive and continue to be binding on us notwithstanding termination.
- 5.8. The provisions of this clause 5 shall survive and continue to binding upon you and us, notwithstanding termination.
- 5.9. Confidentiality
- 5.9.1. In this clause:
- "Confidential Information"** means:
- (a) any technical and non-technical information related to the discloser's business and current, future, and proposed products and services of discloser, including for example and without limitation, information concerning discloser's research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans, and business plans, and
 - (b) any information discloser has received from others and which discloser is obligated to treat as confidential or proprietary.
- "Discloser"** means in relation to Confidential Information disclosed under the terms of this Agreement, the party so disclosing.
- "Recipient"** means in relation to Confidential Information received under the terms of this Agreement, the party so receiving.
- 5.9.2. Recipient will not use, disseminate or disclose any of discloser's Confidential Information to any person, firm or business, except to the extent necessary for internal evaluations in connection with negotiations, discussions and consultations with discloser regarding the proposed transaction. Furthermore, neither party may disclose the existence of any negotiations, discussions or consultations in progress between the parties to any form of public media without the prior written approval of the other party. Recipient will treat all of discloser's Confidential Information with the same degree of care as recipient accords to recipient's own confidential information, but in no case will recipient use less than reasonable care. Recipient will disclose discloser's Confidential Information only to those of recipient's employees, consultants and contractors who have a need to know such information and who have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient will immediately give notice to discloser of any unauthorised use or disclosure of discloser's Confidential Information. Recipient will assist discloser in remedying any such unauthorised use or disclosure of discloser's Confidential Information.
- 5.9.3. Recipient's obligations under Clause 5.9.2 will not apply to any Confidential Information that recipient can document:

- (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to recipient by discloser through no fault of recipient,
 - (b) was rightfully in recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to recipient by discloser, or
 - (c) was developed by employees, contractors or agents of recipient independently of and without reference to any Confidential Information.
- 5.9.4. A disclosure by recipient of any of Discloser's Confidential Information:
- (a) in response to a valid order by a court or other governmental body
 - (b) as otherwise required by law, or
 - (c) necessary to establish the rights of either party under this Agreement,
- will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that recipient will provide prompt prior written notice thereof to discloser to enable discloser to seek a protective order or otherwise prevent such disclosure.
- 5.9.5. All of discloser's Confidential Information is the property of discloser and no license or other rights to such Confidential Information is granted or implied hereby. In addition, all materials furnished to recipient by discloser (whether or not they contain or disclose discloser's Confidential Information) are the property of discloser. Within five (5) days after any request by discloser, recipient will destroy or deliver to discloser, at discloser's option:
- (a) all such discloser-furnished materials, and
 - (b) all materials in recipient's possession or control (even if not furnished by discloser) that contain or disclose any of discloser's Confidential Information. Recipient will provide discloser with written certification of recipient's compliance with its obligations under this clause.
- 5.9.6. All Confidential Information is provided "as is" and without any warranty, express, implied or otherwise, regarding the accuracy or performance of any disclosed Confidential Information.
- 5.9.7. Recipient will obtain any licenses or approvals the Australian government or any agency thereof requires prior to exporting, directly or indirectly, any technical data acquired from discloser pursuant to this Agreement or any product utilising any such data.
- 5.9.8. A breach by recipient of this Clause 5.9 will cause irreparable and continuing damage to discloser for which money damages are insufficient, and discloser will be entitled to injunctive relief, a decree for specific performance, and such other relief as may be proper (including money damages, if appropriate).

6. Warranties & liability

- 6.1. If any warranty or condition is implied by the Competition and Consumer Act 2010 or other relevant legislation which may not be excluded or restricted (a "non-excludable term") our liability for any breach of a non-excludable term is limited solely to the re-supply of the relevant Service or payment to you of the cost of having the Service provided again (at our option).
- 6.2. Apart from the express warranties contained in these terms and conditions and subject to any non-excludable terms, all warranties with respect to the Services are hereby expressly excluded.
- 6.3. If circumstances arise where you are entitled to claim damages from us notwithstanding the provisions of these terms and conditions, our liability to you for the aggregate of all such claims (regardless of the basis on which you are entitled to claim from us including, without limitation, negligence) is limited to the value of all Fees payable by you in the 12 months prior to relevant event occurring.
- 6.4. The limitation in clause 6.3 does not apply to our liability for death, personal injury or infringement of third party Intellectual Property Rights, gross negligence, wrongful acts or omissions, and breach of confidentiality obligations and privacy obligations.
- 6.5. Insurance
- 6.5.1. In connection with the Services we must have and maintain:
- (a) Workers' compensation insurance for the amount required by relevant state or territory legislation;
 - (b) Public liability insurance for \$10,000,000 (ten million dollars) or more per claim;
 - (c) Professional indemnity insurance for \$1,000,000 (one million dollars) or more per claim.
- 6.5.2. We must, on request from you, provide relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by clause 6.5.1.
- 6.6. While we may provide you advice (both technical and non-technical) around a potential approach to software licencing, the procurement of software licences, and the implementation of software licences in your environment (whether for Microsoft, or for other third party software providers), Sensei does not warrant that any software licencing advice provided to you is correct or applicable for your specific software licencing requirements. Sensei requests that you seek confirmation from your licencing provider before acting on the advice provided to ensure it is applicable to your specific situation.
- 6.7. Neither party will be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, loss of revenue, time, goodwill, data, anticipated savings, opportunity, loss of production and loss of profit in respect of this Agreement or the supply of any goods and/or services.

7. Default

- 7.1. If a party (the "Defaulting Party") commits any default with respect to the due observance or performance of any of its obligations under these terms and conditions, then the other party (the "Innocent Party") may, without prejudice to any other rights the Innocent Party may have, give written notice to the Defaulting Party identifying the default and requiring that the default be remedied (a "Default Notice").
- 7.2. If the Defaulting Party fails to remedy a default within 30 days after receipt of a Default Notice or, where the default is not capable of being remedied within 30 days and the Defaulting Party fails within that period to commence to remedy the default or fails to diligently proceed to remedy the default, then the Innocent Party may terminate the arrangements between you and us by written notice to the Defaulting Party.
- 7.3. A party may terminate the arrangements governed by these terms and conditions by written notice if it reasonably considers that the other party is or is likely to become insolvent.
- 7.4. If termination occurs, without limiting any of our other remedies, you must pay us for all Services provided up until the date that the termination takes effect. If you have made any pre-payment of Fees, you will only be entitled to a refund of that pre-payment if the Agreement is validly terminated as a result of our breach.
- 7.5. A default committed under this Agreement shall be considered a default under all contractual arrangements between you and us.

8. Termination

- 8.1. We may terminate this Agreement by giving You not less than 30 days' written notice of termination expiring at the end of any calendar month.
- 8.2. You may terminate this Agreement by giving Us not less than 30 days' written notice of termination expiring at the end of any calendar month.
- 8.3. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
 - 8.3.1. the other party commits any material breach of this Agreement, and the breach is not remediable;
 - 8.3.2. the other party commits a material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
 - 8.3.3. the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach)
- 8.4. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
 - 8.4.1. the other party:
 - (a) is dissolved;
 - (b) ceases to conduct all (or substantially all) of its business;
 - (c) is or becomes unable to pay its debts as they fall due;
 - (d) is or becomes insolvent or is declared insolvent; or
 - (e) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - 8.4.2. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - 8.4.3. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
 - 8.4.4. if that other party is an individual:
 - (a) that other party dies;
 - (b) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (c) that other party is the subject of a bankruptcy petition or order.
- 8.5. We may terminate this Agreement immediately by giving written notice to You if:
 - 8.5.1. any amount due to be paid by You to Us under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
 - 8.5.2. We have given to You at least 30 days' written notice, following the failure to pay, of Our intention to terminate this Agreement in accordance with this Clause 8.5.

9. Additional Terms

- 9.1. A party may not assign or transfer or otherwise deal in any way with any rights or obligations without the written permission of the other party, which must not be unreasonably withheld.
- 9.2. You shall not, without the prior written consent of Sensei Project Solutions, employ or enter into contractual arrangements with, offer employment or contractual arrangements to, or solicit requests for employment or contracts from, any current or former employee or

- contractor of Sensei Project Solutions for a period commencing on the acceptance of the Proposal and ending 12 months after termination of all contractual arrangements between you and us. If this clause is breached, we will be eligible to invoice you for 6 months of the base salary of that employee or contractor for reimbursement and replacement costs.
- 9.2.1. This clause 9.2 shall not apply to: (a) generalised solicitations of employees by use of advertisements or by bona fide search firms that are not targeted at our employees; or (b) our employee independently contacting You without any solicitation on your part.
- 9.3. No right will be waived by a party except by express written notice signed by that party.
- 9.4. If any provision of these terms and conditions is found to be invalid, unenforceable or illegal, then that provision will be deemed to be deleted to the extent necessary to remove the invalid, unenforceable or illegal portion and the balance of these terms and conditions will remain binding.
- 9.5. Dispute Resolution
- 9.5.1. The parties shall endeavour to settle any dispute arising out of or relating to this agreement, including with regard to its existence, validity or termination, by mediation administered by the Australian Disputes Centre (ADC).
- 9.5.2. The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the dispute is referred to ADC (the Guidelines).
- 9.5.3. The terms of the Guidelines are hereby deemed incorporated into this agreement.
- 9.5.4. In the event that the dispute has not settled within twenty-eight (28) days following referral to ADC, or such other period as agreed to in writing between the parties, the dispute shall be referred to expert determination in South Australia.
- 9.5.5. The expert determination shall be administered by ADC and conducted in accordance with the ADC Rules for Expert Determination operating at the time the dispute is referred to ADC (the Rules).
- 9.5.6. The terms of the Rules are hereby deemed incorporated into this agreement.
- 9.5.7. The expert shall not be the same person as the mediator unless the parties each consent in writing to the expert so acting.
- 9.5.8. This clause shall survive termination of this agreement.
- 9.6. Notices or other formal communications may be given by hand delivery, by mail or by email or facsimile transmission and will be deemed to be received:
- 9.6.1. in the case of hand delivery, upon delivery;
- 9.6.2. in the case of mail, three (3) business days after the date of posting the article; or
- 9.6.3. in the case of email or facsimile, upon completion of transmission (except where transmission is completed after 5:00 pm on a business day, in which case receipt is deemed to occur at 9:00 am on the next business day).
- 9.7. When accepted, the final version of Proposal is the complete and exclusive statement of the agreement between you and us and it supersedes all prior proposals or agreements, oral or written, and all other communications relating to the subject matter of the Proposal.
- 9.8. The parties are independent contractors and are not in a partnership or joint venture relationship. Neither you nor we may purport to act on behalf of the other party unless expressly authorised to do so in writing.
- 9.9. The arrangements between you and us are made in accordance with, and are subject to, the laws of South Australia. You and we submit to the non-exclusive jurisdiction of the Courts of South Australia.
- 9.10. Any person accepting a Proposal on your behalf warrants that they are duly authorised to do so.
- 9.11. You hereby grant us the right to identify you as a recipient of our services, solutions, training and applications and use your trademark name and logo in sales presentations, marketing materials and press releases and to develop a customer profile for use by Sensei on www.senseiprojectsolutions.com.au for promotional purposes. This right extends to use in proposal documents, case studies and other marketing collateral as generated by Sensei.
- 9.11.1. While Sensei will consult with you before completing any activities under this clause 9.11, You will not unreasonably refuse or withhold approval for Sensei to complete these same activities.
- 9.11.2. In the event you agree to provide any client evidence after the satisfactory completion of your Services, you will provide any necessary approvals or feedback on the client evidence wording, format, layout or appearance within two weeks of being provided the relevant drafting.
- 9.11.3. For the avoidance of doubt, you maintain all ownership over any trademark name and/or associated branding collateral. The above right is a non-transferrable licence.
- 9.12. Cancellation
- 9.12.1. You hereby acknowledge and agree that Sensei resources are allocated to your engagements in good faith that, at the nominated and agreed times committed, You will be ready for those Sensei resources to commence the relevant services to be provided.
- 9.12.2. In the event that any services (including, but not limited to, consulting time, deployment activities, training or workshops) are to be cancelled or postponed, You will provide us at least 3 business days written notice of the need to cancel or postpone.
- 9.12.3. If You cancel or postpone with less than 3 business days written notice, you will incur a charge ("Cancellation Fee") payable on your next invoice.
- 9.12.4. The amount of the Cancellation Fee will be the total charge payable had the relevant services proceeded as planned.
- 9.12.5. For the avoidance of doubt, the full charge for the services will remain payable at the time it is delivered. No amounts payable under a Cancellation Fee can be used to offset any other charges.
- 9.12.6. A Cancellation Fee will not apply if the relevant delay was caused by a Force Majeure event.

- 9.13. Training IP;
- 9.13.1. Sensei may provide training services to you from time-to-time, or as part of a more general services provision.
 - 9.13.2. Training services may include, but are not limited to, classroom training, virtual training, train-the-trainer style training, hypercare, training material or training documentation.
 - 9.13.3. You acknowledge that Sensei's training provision is Intellectual Property owned exclusively by Sensei.
 - 9.13.4. The sharing, reproduction or distribution of Sensei's training services to parties other than those directly provided training services as part of Sensei's paid services provision, is hereby explicitly prohibited.
 - 9.13.5. The recording of Sensei's training services, without express written approval of a Sensei representative, is hereby explicitly prohibited.
 - 9.13.6. A breach of this clause will result in additional charges from Sensei, and may result in termination of this agreement.
- 9.14. Respect and our team
- 9.14.1. Sensei's people are always expected to demonstrate respectful, inclusive and courteous behaviour and communications, as is appropriate from a reputable, well-credentialed, client-facing vendor.
 - 9.14.2. As part of Sensei's commitment to Diversity and Inclusion as well as ensuring a secure, safe and professional working environment, Sensei expects a similar standard of behaviour from client personnel when liaising with Sensei team members.
 - 9.14.3. In line with our commitment, the following behaviours will not be tolerated, and Sensei team members have the authority to raise these concerns with you directly and via an appropriate complaints management process (please request a copy of our Grievance Handling and Complaints Management Policy if required). Please note – this is not an extensive list, rather it represents the types of behaviours we wish to eliminate from interactions:
 - (a) Racist, sexist, agist, ableist, or prejudicial and non-inclusive language and behaviours.
 - (b) Unreasonable demand for excessive availability, particularly that which is in conflict with Right-to-Disconnect legislation.
 - (c) Preconceptions or judgmental perceptions based on prejudicial beliefs or attitudes.
 - (d) Blackmail, threatening or intimidatory behaviour.
 - (e) Language which puts down, demeans, or embarrasses our team members.
 - (f) Language which is condescending or dismissive towards our team members.
 - (g) Favouritism based on preconceived perspectives or beliefs.
 - (h) Lack of respect or poor attitudes based on personal characteristics of our team members.
 - (i) Withholding information, deceitful conduct, lack of transparency or conduct which will deliberately and purposefully lead to a poor outcome.
 - (j) Manipulative, dishonest, divisive, 'gossip'-driven, or disingenuous behaviour or language.
 - (k) Threatening language which impact/s the person's performance or confidence.
 - (l) Shifting blame to Sensei for client-side internal politics or efficiency challenges.
 - (m) Ignoring clearly defined roles and responsibilities.
 - (n) Abuses of power.
 - 9.14.4. Sensei team members have the right to:
 - (a) Stop proceedings when perceived or actual breaches of Clause 3 (above) are present, reschedule any relevant proceedings and request remediation action.
 - (b) Raise concerns of any perceived or actual breaches of Clause 3 (above) with their project manager, line manager, Account Manager, our Delivery Director, or CEO.

Acceptance

Executed for and on behalf of the End User (referred to as "End User" or "You" in this agreement)

Name

Signature

Title

Date

Executed for and on behalf of Sensei Productivity Pty. Ltd. (referred to as "Sensei", "Us" or "We" in this agreement)

Name

Signature

Title

Date