

MASTER SERVICE AGREEMENT & TERMS OF USE

Last Updated: April 20, 2025 Entity: NextGE Pty Ltd (ACN: 687 806 453)

1. Scope of Engagement & Service Provision

NextGE Pty Ltd ("NextGE") provides professional technical services including, but not limited to, **Agentic AI & Automation, Cloud Architecture, Strategic Governance (Fractional Leadership roles), Project Rescue, and Security Audits.**

- **Execution:** Services shall be defined by a specific **Statement of Work (SOW)** or Proposal. In the event of a conflict between these Terms and an SOW, the SOW shall prevail.
- **Standards:** NextGE warrants that services will be performed with the degree of skill, care, and diligence expected of an industry-leading technical consultant.

2. Australian Consumer Law (ACL) Compliance

Our services come with guarantees that cannot be excluded under the **Australian Consumer Law**. For major failures with the service, you are entitled to:

- Cancel your service contract with us; and
- A refund for the unused portion, or compensation for its reduced value.
- *Note:* As this is a B2B professional services agreement, liability for failure to comply with a consumer guarantee is limited to the resupply of the services or the cost of resupplying the services.

3. Intellectual Property (IP) Rights

- **Background IP:** All pre-existing IP, tools, frameworks, and methodologies owned by NextGE remain the exclusive property of NextGE.
- **Project IP:** Upon full payment of all fees, NextGE grants the Client a non-exclusive, non-transferable, perpetual license to use the deliverables for their internal business purposes.
- **No Reverse Engineering:** The Client shall not reverse engineer, decompile, or attempt to extract the source code of any proprietary NextGE AI agents or security frameworks.

4. Confidentiality & Fiduciary Trust

Both parties agree to treat all non-public information as "Confidential Information."

- **NextGE Obligations:** We maintain strict data silos between clients. No data from your environment will be used to train LLMs or AI agents used for other clients unless explicitly agreed in writing.
- **Survival:** This clause survives the termination of this agreement for a period of five (5) years.

5. Limitation of Liability & Indemnity

- **Liability Cap:** To the maximum extent permitted by law, NextGE's total aggregate liability for any claim arising under this agreement is limited to the **total fees paid by the Client** for the specific SOW giving rise to the claim.
- **Consequential Loss:** Neither party is liable for any indirect, special, or consequential loss (including loss of profits, data, or business opportunity).
- **Client Indemnity:** The Client indemnifies NextGE against any third-party claims arising from inaccurate data provided by the Client or illegal use of the provided services.

6. Data Privacy & Cyber Security

- **Privacy Act:** NextGE complies with the **Privacy Act 1988 (Cth)** and the **Australian Privacy Principles (APPs)**.
- **International Transfers:** Where data is transferred across corridors (AU/UK/IND), NextGE ensures compliance with relevant local regulations (e.g., GDPR for UK clients).
- **Security Breach:** In the event of a suspected data breach, NextGE will notify the client within 24 hours of confirmation.

7. Fees, Payments & GST

- **GST:** All fees quoted are exclusive of Goods and Services Tax (GST) unless otherwise stated.
- **Terms:** Payments are strictly **Net 14 days** (or as per SOW).

- **Suspension:** NextGE reserves the right to suspend API access or project milestones if invoices remain unpaid past 30 days.

8. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations due to causes beyond its reasonable control, including but not limited to: global infrastructure outages, cyber-warfare, pandemics, or government-mandated restrictions.

9. Termination

- **For Convenience:** Either party may terminate with **30 days' written notice**.
- **For Cause:** Immediate termination is available for material breach of contract, insolvency, or conduct that brings the other party into disrepute.

10. Governing Law & Jurisdiction

This Agreement is governed by the laws of the **State of Victoria, Australia**. Both parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia (Melbourne Registry).

11. Contact & Corporate Identity

NextGE Pty Ltd ACN: 687 806 453 **Headquarters:** Melbourne, Victoria, Australia **Email:** info@nextge.com.au

