

FIJIAN ELECTIONS OFFICE

59 - 63 High Street, Toorak
P. O. Box 2528, Government Buildings, Suva

Phone : 3316 225
Fax : 3316 026

www.feo.org.fj

07 June 2018

Hon. Ashneel Sudhakar
The Chairperson
Public Accounts Committee
Parliament of the Republic of Fiji
Government Buildings
Suva

Dear Chairperson

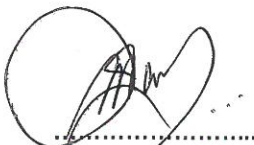
Warm Greetings from the Fijian Election Office (FEO).

The FEO acknowledged your email dated 05 June 2018 on the FEO presentation of the 2015 audited accounts.

The annual software license fee was FJD \$14,358.97 VIP as per the Software Service Agreement. FEO paid a discount amount of FJD \$13,210.57 for maintenance period 28 September 2016 to 27 September 2017 and FJD \$12,894.56 for period 28 September 2017 to 27 September 2018.

Attach are copies of the service agreement and payment documents for your perusal.

Yours sincerely,



Mohammed Saneem
Supervisor of Elections

ATTACHMENT 2: SOFTWARE AND SOFTWARE FEES

MS Dynamics NAV Software and Maintenance and Support

Microsoft Dynamics NAV 2015	Quantity	Unit Price	Total Price	FJD Total as per exchange rate: 15/09/15 List Price	FJD Discounted Pricing - Vat Exclusive	Fiji Elections Pricing - Vat Inclusive
Starter Pack (3 users)	1	\$3,500	\$3,500			
Additional User Licenses (10 in total)	7	\$2,100	\$14,700			
Total Dynamics NAV Base License (15% Discount off List Price) (subject to exchange rate as at 15/09/15)	USD	0.4598	\$18,200	\$39,582.43	\$33,645.06	\$38,691.82
MS Dynamics NAV Add-on Modules	Quantity	Unit Price	Total Price	FJD Total as per exchange rate: 15/09/15 List Price	FJD Discounted Pricing - Vat Exclusive	FJD Pricing - Vat Inclusive
Budget Checking (Discounted FJD List Pricing instead of AUD Pricing)	AUD	\$3,500	\$3,500	\$5,522.25	\$5,522.25	\$6,350.58
Tectura Auto Bank Reconciliation	AUD	\$2,500	\$2,500	\$3,944.46	\$3,944.46	\$4,536.13
Tectura EFT	AUD	\$2,500	\$2,500	\$3,944.46	\$3,944.46	\$4,536.13
(subject to exchange rate as at 15/09/15)		0.6338		\$13,411.17	\$13,411.17	\$15,422.85
Fiji Tax Localisation (Discounted FJD List Pricing instead of AUD Pricing with further 50% discount)	FJD	\$2,500	\$2,500	\$2,500.00	\$1,250	\$1,437.50
Total UXC Eclipse Add-ons (subject to exchange rate as at 15/09/15)	FJD	0.6338		\$15,911.17	\$14,661.17	\$16,860.35
Total Software Investment List Price – FJD and VAT Exclusive (subject to exchange rate as at 15/09/15)				\$55,493.60	\$48,306.23	\$55,552.17

Annual Software Maintenance Services and Support Services

Microsoft Dynamics NAV 2015 and all Add-ons					FJD Discounted Pricing - Vat Exclusive	FJD Discounted Pricing - Vat Inclusive
Annual 24/7/365 Support and Maintenance Total (@22.5% of List Price - FJD and VAT Exclusive)	22.50%				\$12,486.06	\$14,358.97

Maintenance Start Date: 28th September 2015 (or effective from date of signing)
Professional Services Rates: (FJD and Vat Exclusive)

FIJIAN ELECTIONS OFFICE
My Election, My Fiji

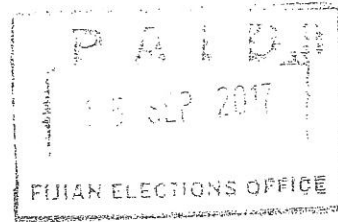
Remittance Advice

Fijian Elections Office

UXC ECLIPSE PTY LTD
Nirmal Raj
Level 4, BSP Life Centre
Scott Street, Suva
Suva, SV

Processing Date 9/15/20
Page No.
Bank Branch No.
Bank Account No. 0000054636
Reference
Document No. EFT-FEO0001

Date	Document	Amount
13-09-17	Invoice 8127000019	\$12,894
	Total Amount	\$12,894



GP Form 2

Prepared by:

Passed for Payment:

Station Vr. No:

Paid Voucher/	
---------------	--

Cheque No:

Authority: Seg 6 Operating Grant

* I certify that this claim amounting to

Twelve Thousand Eight Hundred Ninety Four _____ dollars

and **Fifty Six** cents is correct, and was incurred under the authority quoted.

Date: 15.9.17

Signed:

Title: for Supervisor of Elections.

Received the sum of:

Witness

Date:

*This certificate must be completed and signed by the authorised officer

GP2

Invoice/Adjustment Note



UXC Eclipse (Pty) Ltd - Fiji
 Level 4, BSP Life Centre Building
 Scott Street
 Suva, Fiji

Fijian Elections Office
 Toorak
 59/63 High Street
 SUVA

Telephone: +67 9 330 5466
 Telefax: +67 9 330 5884
 TIN: 501311809

Dec
 Your approval for
 payment of license
 for the Finance System
 due. 28/9/17
12/9.

Client no.
 -CSC Contact

271167
 Efeso Tulele

Invoice no.
 Date
 Page

8127000019
 25.08.2017
 1/2

Amount (FJD)

Invoice for the following:
 Project no.: 32249613
 MNT.ECL.elections.fj.Maintenance

Budget Checking		
Software List price \$5,522.25		1.242,51
Fiji Tax Localisation		
Software List price \$2,500		562,50
(Discounted FJD list pricing instead of AUD for above 2 modules)		

Services Total 1.805,01

Project no.: 32249614
 MNT.NAV.elections.fj.Maintenance

NAV Software		
Software List price US\$18,200		8.230,44

Services Total 8.230,44

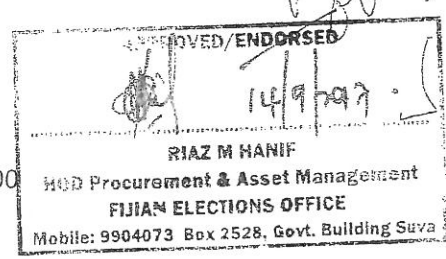
Project no.: 32249615
 MNT.TEC.elections.fj.Maintenance

Tectura Auto Bank Reconciliation		
Software List price AU\$2,500		897,21

To be carried over
 Remittance to:
 uxcarops@csc.com

EFT Payments to:
 UXC Eclipse Pty Ltd
 ANZ Bank
 Account number: 000 546 3612
 Swift: ANZBFJFX

PO
Please raise PO for software license
12/9.

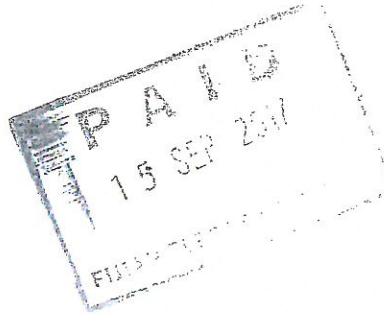


APPROVED
14/9/17
RIAZ M HANIF
HOD Procurement & Asset Management
FIJIAN ELECTIONS OFFICE
Mobile: 9904073 Box 2528, Govt. Building Suva

Invoice no. 8127000019

Page 2/2

	Amount (FJD)
Carry-over	10.932,66
Tectura EFT	897,21
Software List price AU\$2,500	
Dynamics NAV Annual Maintenance Contract @ 22.5% of Base Maintenance Period 28 SEP 2017 TO 27 SEP 2018	
Services Total	1.794,42
Sum of items	11.829,87
Output Tax 9%	11.829,87 1.064,69
Total	12.894,56



Terms of Payment
Up to 14.09.2017 without deduction

Remittance to:
uxcarops@csc.com

EFT Payments to:
UXC Eclipse Pty Ltd
ANZ Bank
Account number: 000 546 3612
Swift: ANZBFJFX

INVOICE

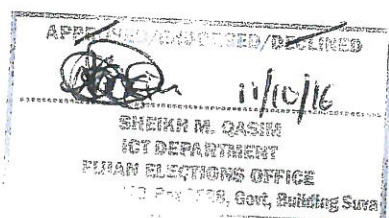
Fijian Elections Office
P.O. Box 2528
Government Buildings
Suva Fiji

Invoice Date **23/05/16**
Invoice No: **FMI100529**
Account **DFJEO**

Reference / Description	Base Price	Amount
Dynamics NV Annual Maintenance Contract @ 22.5% of Base		
Maintenance Period 28/09/016 TO 27/09/2017 Payment Due Date: 27/08/2016		
Navision Software (US\$18,200 conv@ 0.477191FJ\$)	38,139.86	8,581.47
Budget Checking (Discounted FJD list pricing instead of AUD Pricing)	5,522.25	1,242.51
Tectura Auto Bank Reconciliation (AU\$2,500 conv @ 0.649053 FJ\$)	3,851.77	866.65
Tectura EFT (AU\$2,500 conv@ 0.649053 FJ\$)	3,851.77	866.65
Fiji Tax Localisation (discounted FJD list pricing instead of AUD pricing)	2,500.00	562.50
VAT		1,090.79
Total Due (FJD)		13,210.57

Please remit all Check Payments to:
UXC Eclipse Pty Ltd
P. O. Box 14910
Suva

Please remit all Electronic Payments to:
Account name: UXC Eclipse Pty Ltd
Bank: ANZ Bank, 25 Victoria Parade, Suva, Fiji
Account No: 0005463612



41508

Posting Date	Document Ty	Document No.	G/L Accou	Description	Amount
11/10/2016	Invoice	POP000143	41508	Project: FJEOPG-Implementation-30.09.16	585.00
11/10/2016	Invoice	POP000143	43502	Project: FJEOPG-Implementation-30.09.16	52.65
11/10/2016	Invoice	POP000143	41508	Project: FJEOPG-Implementation-29.09.16	5,135.00
11/10/2016	Invoice	POP000143	43502	Project: FJEOPG-Implementation-29.09.16	462.15
11/10/2016	Invoice	POP000143	41508	Project: FJEONV-RFP Payment-30.09.16	262.50
11/10/2016	Invoice	POP000143	43502	Project: FJEONV-RFP Payment-30.09.16	23.62
11/10/2016	Invoice	POP000143	41508	Project: FJEONV-RFP Payment-29.09.16	1,762.51
11/10/2016	Invoice	POP000143	43502	Project: FJEONV-RFP Payment-29.09.16	158.63
11/10/2016	Invoice	POP000143	41508	Project: FJEOPG-Implementation-15.08.16	455.00
11/10/2016	Invoice	POP000143	43502	Project: FJEOPG-Implementation-15.08.16	40.95
11/10/2016	Invoice	POP000143	41508	NAV Annual Maintenance-23.06.16	12,119.79
11/10/2016	Invoice	POP000143	43502	NAV Annual Maintenance-23.06.16	1,090.78
11/10/2016	Invoice	POP000143	20616	Order FEO000162	-22,148.58

SOFTWARE SERVICES AGREEMENT

Microsoft®
GOLD CERTIFIED

*Business Solutions
Partner*

Prepared for

Fijian Elections Office

Contact: Riaz M. Hanif

Prepared by

UXC eclipse
intelligent solutions old-fashioned service

UXC Eclipse Pty Ltd
Trading through UXC Eclipse Fiji

Imran Shah
Manager Fiji

TABLE OF CONTENTS

IMPORTANT NOTE	2
SOFTWARE SERVICES AGREEMENT	3
1 DEFINITIONS	4
2 LICENSE TERMS: UXC ECLIPSE LICENSED SOFTWARE	6
3 LICENSE TERMS: THIRD PARTY LICENSED SOFTWARE	7
4 SERVICES	7
5 CONSULTING SERVICES: ROLE OF UXC ECLIPSE	8
6 CONSULTING SERVICES: ROLE OF CLIENT	9
7 SOFTWARE MAINTENANCE AND USER SUPPORT SERVICES	10
8 FEES AND PAYMENT	13
9 WARRANTIES	14
10 LIMITED LIABILITY	15
11 THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT	16
12 TESTING ACCEPTANCE AND COMPLETION	16
13 NON-SOLICITATION	18
14 OWNERSHIP OF WORKS	18
15 CONFIDENTIALITY	18
16 FORCE MAJEURE	19
17 COMPLIANCE: EXPORT RESTRICTIONS	19
18 TERMINATION	19
19 ENTIRE AGREEMENT, NON-ASSIGNMENT, RELATIONSHIP, WAIVER, COUNTERPARTS, SEVERABILITY	20
20 DISPUTE RESOLUTION, JURISDICTION AND GOVERNING LAW	21
21 GENERAL TERMS	21
SCHEDULE TO THE SOFTWARE SERVICES AGREEMENT	23
STANDARD UXC ECLIPSE CONSULTING FEES AND TERMS	24
EFFECTIVE DATE	24
ATTACHMENT 1: SERVICES AND FEES ESTIMATES	25
ATTACHMENT 2: SOFTWARE AND SOFTWARE FEES	28
ATTACHMENT 3: VARIATION ORDER FORM	29

IMPORTANT NOTE

All Software License and Maintenance Fees in respect of any agreed Software supplied by UXC Eclipse under license to the Client will be invoiced by UXC Eclipse to the Client prior to the date of delivery of the Software and any media and associated documentation to the Client. Unless otherwise agreed in writing by UXC Eclipse, license and maintenance fees so invoiced are due for payment on the date the Client receives delivery of the Software. Failure to pay license and maintenance fees by the due date may result in the Software license registration or serialization keys not being issued by the publisher and thereby delay Software installation.

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between:

Fijian Elections Office
59-63 High Street
Toorak, Suva
Fiji


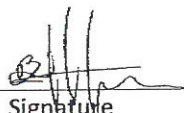
Hereinafter referred to as the "Client", and

UXC Eclipse Pty. Ltd.
ABN 40 051 758 199
Level 20, 135 King Street
Sydney NSW 2000 Australia
Trading through UXC Eclipse Fiji
Level 4, BSP Life Centre Building, Scott Street,
Suva, Fiji Islands

Hereinafter referred to as "UXC Eclipse".

Both UXC Eclipse and the Client have read and understand the terms of this Agreement and have relied on their own judgement in entering into this Agreement. This Agreement is for the purchase and supply of software and software consulting, maintenance and support services.

Signed for and on behalf of the Client and UXC Eclipse by their authorised representatives in agreement to the terms of this Agreement.

For the Client by	For UXC Eclipse Fiji by
Mohammed Saneem, Supervisor of Elections	Bradley Stroop, Chief Executive Officer
Name and Title (please print) who is authorised to sign for and on behalf of the Client	Name and Title who is authorised to sign for and on behalf of UXC Eclipse
 Signature	 Signature
Date	04/12/15 Date

1 DEFINITIONS

For the purpose of this Agreement, and the performance of the Services by UXC Eclipse pursuant to this Agreement where any of the following terms are used the following definitions apply:

- 1.1 "Change Request" means any request in writing by the Client to UXC Eclipse to perform services that change or create new or added user or functional requirements or for any new reporting or other Deliverable and in respect of which Consulting Services will be performed and charged at fees agreed in a Variation Order Form as set out in the Attachment 3 to this Agreement.
- 1.2 "Consulting Services" means without limitation, any software consulting, installation, customisation, training, integration, development, project management, software implementation and integration services, scripting, training, documentation as specified in this Agreement, the System Documents or any Statement of Work agreed pursuant to the terms and conditions of this Agreement.
- 1.3 "Deliverable" means any item to be provided to the Client by UXC Eclipse whether a software package customised by UXC Eclipse or any software developments or customisations or other material supplied by UXC Eclipse pursuant to the System Documents or a Statement of Work resulting from the performance of Services under this Agreement.
- 1.4 "Delivery" or "delivery date" or "date of delivery" when used with respect to payment of licence fees for Software packages means the date the Client receives delivery of the Software on media and with any accompanying documentation, but does not mean completed installation or customisation of the Software.
- 1.5 "Designated Equipment" means the computer hardware and the applicable operating system and database on which the Software has been installed for operation.
- 1.6 "UXC Eclipse Licensed Software" means any Software and its associated documentation supplied to the Client for use under licence by UXC Eclipse and for which UXC Eclipse or its licensors owns the Intellectual Property Rights.
- 1.7 "Effective Date" means the date of commencement of this Agreement specified in the Schedule to this Agreement.
- 1.8 "Intellectual Property Rights" means without limitation, copyright, patent rights, including business process patents, design rights or trade secrets in connection with the Software and its source code, or any source code, documentation, scripts or interfaces of UXC Eclipse or its licensors supplied to the Client by UXC Eclipse and any specification, business process, business routine, know-how, trade secrets or proprietary commercial or technical information of the Client supplied to UXC Eclipse for the purpose of this Agreement.
- 1.9 "Location" means the site(s) where the Client's Designated Equipment is located as notified from time to time by the Client to UXC Eclipse.
- 1.10 "Maintenance Services" means the supply to the Client of new versions, new releases, updates, service packs, or corrections for the Software when and as they are made available by the Software manufacturer, and whose use by the Client is subject to the terms and conditions of licence by UXC Eclipse Agreement or a third-party's licence in respect of that Software.

- 1.11 "Microsoft Software Licence Terms" means the terms and conditions governing the Client's use of Microsoft Dynamics™ Software.
- 1.12 "Out of Scope" means any Service, Deliverable or activities that are not within the agreed scope of this Agreement, the System Documents or any Statement of Work or Work Order agreed by the parties pursuant to this Agreement and which will be performed as a Variation Order in accordance with terms detailed in an agreed Variation Order Form.
- 1.13 "Post Implementation Review" means any agreed general hand-over and support provided during, or following the completion of any Services.
- 1.14 "Pre-Implementation Analysis" means any initial consultation and resulting documentation produced by UXC Eclipse in consultation with the Client that analyses and defines the Client's business processes, required System functional requirements, user requirements and projected scope of works, time and materials requirements, milestones, schedules, GAP analysis and risk assessment and contingencies and proposed project management and project teams for the performance of the Services.
- 1.15 "Project Closure" means the date on which, for any agreed Services or Services project, the following conditions are met:
- (a) all Services, Deliverables, and Project Milestones have been completed and signed off as completed and accepted for System Completion or otherwise in accordance with the Project Management Plan, or signed completion and acceptance by the parties; and
 - (b) all fees agreed in respect of Services, Project Milestones and Deliverables have been invoiced by UXC Eclipse and paid by the Client.
- 1.16 "Project Management Plan" means the document that defines the procedures, methods and processes governing the parties' management and administration of Services or any Service project including rules of engagement, issue escalation and management, roles and responsibilities of the parties, for the term of the project.
- 1.17 "Project Milestone" means any date or Deliverable defined in System Documents, Statement of Work or otherwise agreed in writing by the parties, the completion or supply of which is a condition for the invoicing by UXC Eclipse and payment by the Client fees for Consulting Services performed up to that date or the date of supply of the Deliverable.
- 1.18 "Related Company" means any legal entity that owns and controls 50% or more of the shares of the Client; or, any entity of which the Client owns and controls 50% or more of the shares; or any entity under common ownership and control with the Client.
- 1.19 "Services" means the Consulting Services, Maintenance Services, and Support Services in connection with Software the subject of this Agreement and any Statement of Work or Work Order agreed pursuant to this Agreement.
- 1.20 "Software" means the Software specified in the Schedule to this Agreement supplied by UXC Eclipse and licensed for use by the Client by Microsoft pursuant to the Microsoft Licence Terms and any UXC Eclipse and third-party licensed software. For the purpose of this Agreement, Software includes new versions, new releases, updates, service packs, or corrections for the Software supplied by UXC Eclipse, and the customisations, implementation and enhancements to the Software performed or made to the Software as supplied to the Client by UXC Eclipse.

- 1.21 "Statement of Work" means any document agreed in writing by the parties specifying details of any Services to be performed or Software or Deliverables to be supplied by UXC Eclipse to the Client and the associated fees, schedules and other specific terms agreed by the parties in connection therewith.
- 1.22 "Support Services" means off-site user helpdesk support for assistance to solve problems arising from errors in the Software's performance or from incorrect or unexpected results produced by the Software when operated by trained users on the Designated Equipment, and to clarify procedures for using the Software that are detailed in the Software manuals and documentation supplied by the Software manufacturer or UXC Eclipse, but does not include Consulting Services or training services.
- 1.23 "System" means and comprises Software as customized, developed, and integrated and all Deliverables contained therein as detailed in any System Documents or any Statement of Work or Work Order and resulting from the performance of the Services for the Client by UXC Eclipse.
- 1.24 "System Completion" or "Completion" means the date of final acceptance of any System or Deliverable or Services required under this Agreement, the System Documents or any Statement of Work or Work Order agreed in writing by the parties.
- 1.25 "System Documents" means all written documents, proposals, estimates, request for proposals or tenders and responses to requests for proposals or tenders any Pre-implementation Analysis Scope and Design, Project Management Plan, Statement of Work, Work Order, Variation Order and any agreed revisions or amendments thereto signed for by UXC Eclipse and the Client which taken as a whole specify all aspects of any requested Services, System, Deliverables project milestones, schedules; the roles for both UXC Eclipse and Client in all aspects related to their participation in, resource allocation and management of the Services; assumptions; risks and contingencies; exclusions; change control and request procedures; functional and user requirements; design and build; required reports and report formats; issue and dispute management and resolution procedures; software customisations; data conversion, or migration; testing, acceptance and completion procedures; fees for Services and agreed payment terms; user training; and any other details agreed with respect to the System and Deliverables to be supplied and Services to be performed.
- 1.26 "Users" means those persons (being the Client's or the Client's Related Companies' employees or contractors) authorised by the Client to use the Software simultaneously.
- 1.27 "Variation Order", means the form signed by the parties in which the parties agree to any Change Requests or Out of Scope Services and the description of the subject Services and Deliverable, schedule of performance and any other terms, fees and conditions applicable to the performance of those Services or supply of Deliverables.
- 1.28 "Work Order" has the same meaning as Statement of Work.

2 LICENSE TERMS: UXC ECLIPSE LICENSED SOFTWARE

- 2.1 In consideration of the Client's payment of applicable software license fees, UXC Eclipse grants the Client a personal, perpetual, non-exclusive, non-transferable, licence to use the UXC Eclipse Licensed Software specified in Schedule or the Attachments to this Agreement. The Client may make a reasonable number of backup

copies of the Software as may be required for reinstallation or archive purposes and to install copies of the Software on back-up equipment, disaster recovery or temporary equipment, and / or on test and development equipment, provided that at any one time the Software may be used for live data processing only on one installation. Except for authorised licensed use by the Client and its Related Companies' business purposes, the Software may not be transferred, rented, hosted for use by other parties, or sub-licensed to a third party, without the prior written permission of UXC Eclipse.

- 2.2 Subject to clause 2.1 the Client shall not copy, transmit, transcribe, store in any retrieval system, or translate any part of the Software into any human or computer language, in any form or by any means without the prior written agreement of UXC Eclipse. All back-up copies and installations shall be stored securely and kept under strict control and marked with appropriate proprietary notices and warnings prohibiting unauthorised use. A back-up copy or alternative installation may be used for live data processing only after removing, deleting, or disabling any copy or installation otherwise in use.
- 2.3 UXC Eclipse Licensed Software is approved for use only with Microsoft Dynamics™ Software which is licensed to the Client by Microsoft subject to the Microsoft Software Licence Terms.
- 2.4 The Client agrees not to reverse engineer the Software or use any reverse compilation, or to decompile, disassemble or use any other methods to gain access to the Software source code or any trade secrets embodied in the Software to determine design, structure, concepts and methodology behind the Software, whether to incorporate it within any software product or developed software of the Client's own or any third party's creation or for any other purpose.

3 LICENSE TERMS: THIRD PARTY LICENSED SOFTWARE

- 3.1 The Client acknowledges and agrees that Microsoft Dynamics™ Software and any third party licensed Software including the upgrades, enhancements new releases, or new versions of Microsoft Dynamics™ Software and third party licensed Software supplied by UXC Eclipse for use by the Client are subject to and governed by the terms and conditions set out in the Microsoft Software Licence Terms or the applicable third-party Software license terms and conditions.

4 SERVICES

- 4.1 Every Statement of Work and Work Order signed by the parties constitutes a separate agreement for Services between the parties which will be subject to the terms of this Agreement.
- 4.2 To the extent that there is any conflict between this Agreement, a Statement of Work or Work Order the provisions of the Agreement will prevail.
- 4.3 UXC Eclipse and the Client undertake to cooperate in good faith to produce written agreed System Documents as required to accurately define the material requirements and functional specifications of any Consulting Services and Deliverables to be supplied pursuant to this Agreement and any Statement of Work or Work Order.

- 4.4 UXC Eclipse and the Client agree that UXC Eclipse will perform Consulting Services as specified in any Statement of Work, Work Order or Variation Order agreed from time to time between the parties in accordance with agree System Documents.
- 4.5 Consulting Services do not include any services that are normally carried out by licensed, registered or certified professions such as legal, financial, accounting or insurance advisers or consultants, or any Internet service providers, managed data services, or network services.
- 4.6 Any new or additional services that are Out of Scope of the Services under this Agreement, will be Change Requests and will be first detailed and agreed in writing between the parties in a Variation Order and will be performed subject to the terms and fees agreed by the parties in a Variation Order.
- 4.7 Unless agreed otherwise in writing by UXC Eclipse, UXC Eclipse will perform all Consulting Services on a time and materials basis at the rates and subject to the terms contained in the Schedule to this Agreement. UXC Eclipse reserves the right to change consulting fees and terms by giving the Client thirty (30) days advance notice in writing of any such change, and any such change will be applicable to any new or additional Consulting Services requested by the Client after the notice period.
- 4.8 Unless otherwise agreed in writing Consulting Services will be performed between 8:30 a.m. and 5:30 p.m. Monday to Friday excluding national holidays at the Client's location(s); or at UXC Eclipse's places of business; or at an alternative location mutually agreed between UXC Eclipse and the Client. Any services specifically requested by the Client to be performed outside those hours will be subject to the afterhours service rates specified in the Schedule. Consulting Services may be performed at the Client's location(s); or at any of UXC Eclipse's offices; or at an alternative location mutually agreed between UXC Eclipse and the Client.
- 4.9 The parties will make available without unreasonable delay all reasonably requested information, documents, sample reports, test data and live data, and make all reasonable necessary arrangements and schedules for the involvement and participation of its staff as may be required from time to time, and will undertake any preparatory tasks, required in respect of their facilities, equipment, computer hardware and network infrastructure so as to enable performance of the Services in a timely manner.

5 CONSULTING SERVICES: ROLE OF UXC ECLIPSE

- 5.1 UXC Eclipse shall perform the Services in accordance with this Agreement, and the System Documents. UXC Eclipse shall consult the Client throughout the performance of the Services and shall advise the Client of any event or circumstance that may substantially affect the scope or timing of the Services.
- 5.2 When performing any services, whether Consulting Services or Software Maintenance and Support Service at the Client's site, UXC Eclipse and its company officers, employees and contractors will comply with any occupational health and safety policy requirements, and any other workplace security policies as have been notified by the Client in writing to UXC Eclipse.
- 5.3 UXC Eclipse will advise the Client of all information, documents, resources, facilities, and other particulars reasonably required to enable UXC Eclipse to provide the Services in accordance with the Agreement and the System Documents.

- 5.4 UXC Eclipse will commit all reasonable necessary resources and suitably qualified professional personnel exercising the proper and reasonable professional skill and care required to complete the Services and supply all Deliverables in an efficient and timely manner.
- 5.5 Subject to signed purchase orders received from the Client and subject to the Client's agreement to the terms and conditions of a software licence agreement, UXC Eclipse will, procure for the Client, software licensed in the name of the Client, subject to the Client paying all license fees in respect thereof upon delivery of the software.
- 5.6 UXC Eclipse will promptly inform the Client when any service requested by the Client or the Client's project manager is or becomes Out of Scope of the Services or Deliverables detailed in the System Documents. With respect to any such Out of Scope service, UXC Eclipse will supply the Client with either or both of, an estimate of time and charges required to perform the additional service, or an estimate of the time and materials charges required to perform the necessary preliminary analysis to assess and advise on the Change Request or New Request, and the result of that analysis will include a recommendation whether or not it is commercially or technically feasible to proceed with the request and / or a time and charges estimate for performing the services required for the request. All such Out of Scope Services will be performed by UXC Eclipse subject to the terms agreed by the parties in a Variation Order and this Agreement.

6 CONSULTING SERVICES: ROLE OF CLIENT

- 6.1 In accordance with this Agreement and the System Documents, the Client will participate in the project, obtain all necessary approvals, consents authorities, licences, and permits from its managers and board of directors or related corporations as may be required and undertake all activities and attend meetings, and conduct test and acceptance procedures and training as required of the Client, test data and live data, and make all reasonable necessary arrangements, and preparatory tasks, required for the Client's facilities, equipment, computer hardware and network infrastructure.
- 6.2 The Client will notify UXC Eclipse without delay if the Client becomes aware of any matter that may change the scope or timing of the Services, and in connection therewith will submit all Change Requests in a timely manner and in accordance with procedures agreed in the System Documents.
- 6.3 The Client will make all payments for undisputed invoices in accordance with agreed terms of payment as invoiced by UXC Eclipse in connection with all accepted Deliverables or completed Services or Project Milestones (as the case may be) and will conduct any testing and give its decisions and approvals for acceptance of any Deliverables or completed Services or Project Milestones.
- 6.4 The Client will make available all reasonably requested assistance and involvement of its employees as may be required for the Services. For the purpose of proper management at the Client site and until the Services are signed off as completed, the Client will designate a suitably qualified key contact person as project manager responsible for coordinating with UXC Eclipse on all aspects of the Services to be performed and that person will have the authority to sign for and on behalf of the Client with respect to acceptance testing, purchase orders and approval of payments. If during the course of the Services the key contact person, for any reason, is no longer

able to carry out this duty the Client will replace or substitute that key contact person with another suitably qualified person so that the Services can continue without delay or disruption.

- 6.5 The Client agrees to provide UXC Eclipse's designated employees and contractors adequate access to its facilities and all computer systems, communications equipment, and other facilities as are necessary to perform the Services in a timely manner and will provide written instruction to UXC Eclipse and UXC Eclipse's designated employees and contractors with respect to all the Client's security and conduct requirements in place at the time of performing those Services at the Client's location.
- 6.6 The Client warrants that it has, and for the time that any services are being performed by UXC Eclipse, will maintain necessary ownership or licence rights in the Software and in any third party supplied software, information processing equipment and operating systems, for which UXC Eclipse is required by the Client to use or modify for the purpose of performing any services.
- 6.7 The Client acknowledges and accepts that it is solely responsible for its data, including the accuracy and validity of its data and errors in results attributable to the data, and any data migration and necessary data corrections.
- 6.8 The Client will be responsible for conducting its own testing and acceptance of the System and any Software, Services or Deliverables including completion of testing to its satisfaction and to conduct internal end-user or management training, prior to go-live deployment.
- 6.9 Unless otherwise agreed in writing between UXC Eclipse and the Client, the Client will be responsible for all hardware and network infrastructure set-up and maintenance, support, systems security including the implementation, maintenance and update of anti-virus protection and other security procedures, related to data backup, storage, Internet and network connectivity, cabling, power supply and physical environment control.

7 SOFTWARE MAINTENANCE AND USER SUPPORT SERVICES

- 7.1 The term for provision of Maintenance Services and Support Services by UXC Eclipse under this Agreement becomes effective as of the Effective Date specified in the Schedule. The term for provision of Maintenance Services and Support Services shall be automatically renewed on the date that is specified in the Schedule as the Renewal Date and each Renewal Date after the expiration of any term, unless either party gives written notice one (1) month not to provide services prior to the expiration date of the current term. Payment for all renewal terms is due on or before each Renewal Date.
- 7.2 The fee for Maintenance Services and Support Services excluding Value Added Tax (VAT) is specified in the Schedule to this Agreement. Subject to the terms of this Agreement or as otherwise agreed in writing by the Parties, the renewal fee for Maintenance Services and Support Services will be calculated on the basis of 22.5% of the list license fee current at the time the Software modules and the number of Users for which the Software is licensed to the Client times the number of years of the term for Maintenance Services and Support Services. Renewal fees for Maintenance Services and Support Services are subject to adjustment by an amount equal to the increase in the Consumer Price Index (CPI) (annual weighted average all groups). UXC

Eclipse will provide the Client notice in writing of any change in the annual fee no later than thirty (30) days prior to the termination date of any maintenance period, and any change will become effective from the next Renewal Date if agreed by the Client. Subject to clause 7.3, if Maintenance and Support is terminated by the Client or expires in connection with any module or number of users of the Software and is later taken out or renewed, the renewal fee will be calculated as for a renewal at the current rate plus any fees applicable to the entire period from the expiration or termination of the previous maintenance period to the renewal date in respect of those Software modules and number of users.

- 7.3 Software Maintenance and Support Service for Microsoft Dynamics™ Software is supplied a continuing renewable basis. If the Client terminates or allows services to expire or fails to pay a renewal fee by the due date for payment, then any subsequent renewal will be subject to payment by the Client of the then applicable fee for Maintenance and Support Services calculated at the then standard rate plus any applicable fee required by Microsoft or UXC Eclipse in respect of reactivating lapsed or expired maintenance services. In such cases the renewal date may be revised to each anniversary of the adjusted renewal date.
- 7.4 For the term and any paid renewal term of Software Maintenance and Support Services, UXC Eclipse shall advise the Client of, and at the request of the Client, shall provide a machine-readable copy of any new releases, updates or revisions of the licensed Software made available for distribution by the Software manufacturer at no additional licence fee to the Client.
- 7.5 Additional Software modules or Users licensed to the Client after entering into this Agreement may be covered by the same service terms commencing from the time of payment of all relevant licence and Maintenance and Support fees. The fees for Maintenance and Support for any additional Software modules or Users licensed to the Client will be prorated so that the maintenance renewal date for all licensed modules and Users will be the same date. All upgrades, new modules or additional Users supplied will be subject to the terms and conditions of the relevant Software licence terms and conditions of use.
- 7.6 Where the Client demonstrates to UXC Eclipse the existence of an error with any function or operation of the Software detailed in the documentation or description of the Software supplied by UXC Eclipse or the manufacturer, UXC Eclipse will use all reasonable endeavours to trace and rectify the error, and will escalate the error for correction by the Software manufacturer and will provide any correction to the Client as soon it is made available by the Software's manufacturer. UXC Eclipse will use all reasonable endeavours to provide a solution for the Client and its users to continue working independently while any errors are being resolved or corrected.
- 7.7 During the term or any renewal term of this Agreement UXC Eclipse will provide the Client as required any serialisation or re-serialisation numbers as necessary for the operation and continued operation of the Software.
- 7.8 During the term of this Agreement and any subsequent renewal term, UXC Eclipse may at the request of and prior agreement of the Client provide onsite consulting services and software maintenance and user support services for the Software or Software enhancement installation, reinstallation, upgrade or for assistance and support with data transfer or input, using data supplied by the Client, for which the Client represents it has retained a back-up copy. Any such on-site services will be

performed as Consulting Services and will be subject to prior receipt of a Statement of Work or Work Order signed by the Client.

- 7.9 Unless otherwise agreed in writing by UXC Eclipse any Consulting Services required of UXC Eclipse by the Client with respect to bugs, errors or defective materials and workmanship in any third-party licensed software not supplied by UXC Eclipse including correction to or modification of any software source code or scripts or software not originally written or supplied by UXC Eclipse, will be Out of Scope Services for the purpose of this Agreement and will be performed subject to the prior written terms and conditions and applicable fees agreed by the Client and UXC Eclipse in a Variation Order or Statement of Work.
- 7.10 UXC Eclipse shall provide the Client e-mail, telephone, dial-in (if made available by the Client) and facsimile Support Services for the Software on a 24 X 7 basis in accordance with the UXC Eclipse Service Level Statement. The UXC Eclipse user support centre is staffed between the hours of 8:30 a.m. and 5.30 p.m. Monday to Friday excluding public holidays. The UXC Eclipse user support centre will respond within fifteen minutes to any telephone support request. Any support request made by the Client outside of the times detailed above in this clause will be responded to within 15 minutes on an all reasonable endeavours basis, and will be diverted to the UXC Eclipse mobile phone support for response by the first available consultant. Support issues will be recorded and the information passed on to the relevant UXC Eclipse consultant for resolution as soon as possible.
- 7.11 For the purposes of this Agreement, Support Services will be provided to assist the Client's authorised and trained Users.
- 7.12 UXC Eclipse will use all reasonable endeavours to resolve all User problems and provide a solution for Users to continue working independently. However, UXC Eclipse reserves the right to recommend on-site services when, in UXC Eclipse's reasonable opinion, the support requested is outside the scope of support services as defined in clause 7.10 under this Agreement or, would be more effectively provided on-site. Unless otherwise agreed by UXC Eclipse, any such on-site services will be subject to prior agreement by the Client and subject to UXC Eclipse's current standard terms and fees for Consulting Services.
- 7.13 The Client acknowledges that UXC Eclipse may not be able to provide user support services as contemplated under this clause 7 and UXC Eclipse will not be liable to the Client for any failure to resolve a support issue, where a support request received from the Client is the result of any of the following circumstances:
- 7.13.1 Problems resulting from any unauthorised use of the Software or use by any unauthorised person
 - 7.13.2 Problems resulting from any modifications to or customising of the Software carried out without prior consultation with or supervision by UXC Eclipse or from any incorrect data transfer, data input or conversion or from the Client accessing or modifying the Software data tables.
 - 7.13.3 Problems resulting from changes to hardware or software including operating systems and databases, hardware peripherals or software set-up that necessitate adjustments to the initial set-up of the Software made without prior consultation with UXC Eclipse.

- 7.13.4 Problems resulting from maintenance of the Designated Equipment by the Client or a third party resulting in a malfunction of the Software
- 7.13.5 Problems resulting from any change in power supply or external conditions or natural or other disaster or accidents or the deliberate or negligent actions or omissions of the Client, the Client's employees or any third party, that are beyond the reasonable control of UXC Eclipse.
- 7.14 Any services provided by UXC Eclipse in the circumstances detailed in clause 7.13 above shall be performed on an all reasonable commercial and technical endeavours basis, and will be performed as Consulting Services subject to the terms agreed by the parties in a Statement of Work or Work Order.

8 FEES AND PAYMENT

- 8.1 Subject to any specific written payment terms agreed by the parties and including the terms contained in the Schedule to this Agreement, Consulting Services will be invoiced to the Client by UXC Eclipse, as the case may be, on a periodic arrears basis; or in accordance with any agreed written payment plan; or, in accordance with payments subject to completion of agreed Project Milestones for Consulting Services or supply of Deliverables, and where applicable, subject to satisfactory completion of user acceptance testing. Unless otherwise agreed in writing by UXC Eclipse, payment for any properly rendered, undisputed tax invoice for Consulting Services will be due 30 days from the date of the invoice from UXC Eclipse.
- 8.2 All outstanding sums in connection with the Services for any project shall be due for payment subject to terms of invoice on the date of Completion, or the date of acceptance, of the Services. If the date for the Completion of Services is delayed for reasons that are not attributable to, or beyond the control of UXC Eclipse, all outstanding amounts for Services, Deliverables or stages that have been invoiced and have been tested and accepted as complete by the Client, will be due and payable on the business day following the agreed scheduled date of the Completion of Services.
- 8.3 The fee Software Maintenance Services and Support is due for payment, subject to receipt of invoice, in advance from the Effective Date and in advance on or before each Renewal Date.
- 8.4 For any Software supplied by UXC Eclipse for license to the Client during the term of this Agreement, UXC Eclipse will invoice the Client, for the total amount of licence fees prior to delivery of the Software and payment shall be due on delivery of the Software. Unless expressly agreed otherwise by UXC Eclipse, issue of serialisation or registration keys for activation of Software for use by the Client is contingent upon payment of applicable Software fees.
- 8.5 Unless otherwise agreed in writing by UXC Eclipse all discounts and fees offered by UXC Eclipse are provided on the basis of the Client undertaking all terms of the Agreement or any Statement of Work or Work Order including the purchase of all Software, Services and Deliverables. If the Client wishes to cancel or reduce the quantity of Software, Services or Deliverables from the agreed purchase amount, all offers for discount may at the discretion of UXC Eclipse be voided or adjusted. Further, if the Client has already received some benefit from discounts, UXC Eclipse may require the Client to pay compensation based on the difference between the discounted amount and the amount quoted prior to the application of the discount.

Any compensation amounts invoiced to the Client by UXC Eclipse shall be due and payable within 30 days from receipt of invoice.

- 8.6 Without limiting UXC Eclipse rights or remedies under this Agreement, if the Client fails to pay any fees subject of a correctly rendered, undisputed invoice received from UXC Eclipse within thirty (30) days of the due date for payment, UXC Eclipse reserves the right with notice to the Client:
- 8.6.1 to charge the Client (in addition to the amount of the invoice) an amount for interest for late payment calculated at 10% per annum accruing on a daily basis from the due date for payment to the date of receipt of payment;
 - 8.6.2 with respect to Software licence fees, to revoke the licence for that Software (in which case the Client forfeits the right to use the Software); and,
 - 8.6.3 with respect to Software Maintenance and Support Services or any renewal term, to suspend or terminate the performance of Software Maintenance Services and Support Services.
- 8.7 Unless expressly stated otherwise, all charges and fees are quoted excluding Value Added Tax (VAT) pursuant to the Fijian Value Added Tax Decree 1991 or other taxation laws in Fiji. VAT will be added to any tax invoice at the prevailing rate at the time a tax invoice is issued and in accordance with the statutory provisions in force at the time of issuing the tax invoice.

9 WARRANTIES

- 9.1 UXC Eclipse warrants that it is authorised to provide and to perform Consulting Services and Maintenance and Support Services for the Software and supply the Software subject of this Agreement.
- 9.2 UXC Eclipse warrants all services supplied to the Client under this Agreement will be performed exercising proper care and diligence by properly trained and experienced personnel at no less than generally accepted industry level for the performance of all Services.
- 9.3 For 30 days from the date of Project Closure or date of System Completion (Warranty Period) UXC Eclipse warrants the System, Deliverables and the results of any Services performed by UXC Eclipse will function, without material defect or error in accordance with the functions specified and defined in the System Documents or any Statement of Work or Work Order as the case may be, provided that the Client and its trained and authorised users are operating the System as supplied by UXC Eclipse without any modification other than those that have been performed by or expressly authorised by UXC Eclipse.
- 9.4 UXC Eclipse warrants any UXC Eclipse Licensed Software:
 - 9.4.1 will be properly copied on to diskettes, CD or other media (henceforth referred to as "Media") or made available by digital download for supply to the Client and that the Media on which the Software is recorded and any digital download Software will be tested-virus free and otherwise will be free from defects in materials and workmanship under normal use.
 - 9.4.2 will function without material defect or error in accordance with the functionality and operation specified by UXC Eclipse, and in accordance with any documented description of UXC Eclipse Licensed Software supplied by

UXC Eclipse. UXC Eclipse Licensed Software is not warranted as error-free or that operation will be interruption-free.

- 9.5 The Commerce Commission Decree 2010 and the Sale of Goods Act Cap 230 (Fiji) as amended and other laws of Fiji may imply conditions and warranties upon UXC Eclipse which cannot be excluded, restricted, or modified except to a limited extent. The Services Agreement must be read and interpreted subject to any such statutory provisions. The liability of UXC Eclipse to any such statutory provisions shall be to:
- 9.5.1 the resupplying of the Services, Deliverable or Software; or
 - 9.5.2 the refund of the fee paid for the Services, Deliverable or Software.
- 9.6 All services and equipment supplied by third party hosting and cloud service providers including without limitation equipment, connectivity, security, data management and back up, are subject solely to the warranties and remedies applicable under the third party hosting and cloud service providers' terms of service and applicable service level agreement.
- 9.7 UXC Eclipse makes no further or additional warranty under this Agreement for any software supplied to the Client under the Microsoft Software Licence Terms or for other software licensed to the Client directly by third parties or any liability with respect to bugs, errors or defective materials and workmanship in any third-party licensed software. All claims by the Client for any damage or loss resulting from the Client's use of Microsoft Dynamics™ Software or such third party licensed Software, are subject to and governed by the remedies and the liability specified in the applicable Microsoft Software Licence Terms or third-party Software licence.
- 9.8 Except as specifically provided in this agreement and to the extent permitted under law, all other warranties, whether express or implied or however they may arise, are excluded.

10 LIMITED LIABILITY

- 10.1 Except for death, personal injury, claims against the Client that any services or any deliverable as performed or supplied by UXC Eclipse infringes a third-party's intellectual property rights, or where any damage to the Client's property results from the negligence or misconduct of UXC Eclipse in the performance of services or obligations under this Agreement, UXC Eclipse's aggregate liability to the Client, arising under this Agreement (whether for negligence or otherwise) or howsoever arising in connection with the performance or purported performance of any Services in respect of any one or more separate claims, is hereby limited in aggregate to the amounts paid and payable under this Agreement. This limitation of liability is an express part of the bargain between UXC Eclipse and the Client, and has been a determining factor for UXC Eclipse in calculating the fees and charges subject of this Agreement.
- 10.2 Neither party shall be liable under this agreement in any cause of action for breach of contract, negligence or other tort for any indirect, special, incidental, punitive damages or, consequential or economic loss or damage including without limitation, loss of business, loss of profit, loss of business opportunity whether or not a party is informed of the possibility of such damage. UXC Eclipse shall not be responsible for and shall not bear any liability for the Client's data or the accuracy, validity or integrity of the Client's data and the results produced from errors in the Client's data.

- 10.3 Subject to clause 10.1, with respect to maintenance and support services, UXC Eclipse's total liability under this Agreement with respect to all causes of action in tort or contract will be strictly limited in aggregate for any one or all claims to the total amount fees paid by the Client for the current Maintenance and Support Services period.

11 THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT

- 11.1 While the Client is using the System or any Deliverable as supplied or customised by UXC Eclipse without modification or combination with other computer programs other than those comprising the System, or as authorised by UXC Eclipse or its licensors, UXC Eclipse will defend any action brought against the Client and will pay the Client's reasonable legal expenses and damages awarded for a claim that the Client's use of the System or any Deliverable infringes the intellectual property rights of a third party, provided that the Client notifies UXC Eclipse promptly of any Claim, and the Client gives UXC Eclipse or UXC Eclipse's licensors the exclusive control of the defence and negotiation of the settlement or compromise of any claim. UXC Eclipse's obligation under this indemnity will be discharged without further liability if, without cost to the Client, UXC Eclipse obtains the right for the Client to use and continue using the Software or Deliverable without further claim of intellectual property right infringement.
- 11.2 With respect to the Software, and any third party software not supplied by UXC Eclipse in connection with which UXC Eclipse may be obligated or requested by the Client under this Agreement to perform services, the Client warrants and represents that it holds a valid paid-up license agreement(s) for use of the Software in the form required by the Software's publisher, and that to the best of the Client's knowledge, information and belief having made due inquiry, the Client is not in breach of any of the terms of that licence(s). The Client indemnifies and holds UXC Eclipse harmless against all financial damage or other loss or liability incurred by UXC Eclipse including reasonable legal costs, if the Client is found to be in breach of this warranty.

12 TESTING ACCEPTANCE AND COMPLETION

- 12.1 The parties will agree and specify in writing the Deliverables, and Services for which testing and acceptance is required by the Client, and prior to conducting any testing or user acceptance testing, the Client and UXC Eclipse will agree in writing the necessary testing procedures and acceptance criteria. In all other respects testing and acceptance shall be subject to the terms and conditions contained in the System Documents and as is provided under this clause 12 of the Agreement.
- 12.2 The Client is responsible for ensuring the conduct and completion of testing and acceptance with respect to any Deliverable or Services supplied or performed by UXC Eclipse. All tests will be performed using adequate test data of the Client and in accordance with the System Documents or as otherwise agreed in writing between UXC Eclipse and the Client with respect to any Deliverable or Service. Tests will be conducted with the participation of appropriate representatives of UXC Eclipse, the Client, and their respective authorized contractors. All results of testing will be documented and where any testing results in non acceptance by the Client, the specific function(s) and reasons for non acceptance will be detailed and signed for by both parties.

- 12.3 If for reasons attributable to UXC Eclipse, UXC Eclipse fails to complete or supply any Services or Deliverable in accordance with the agreed schedule for delivery for testing and acceptance as agreed or defined in the System Documents, or if the Services or Deliverable fails to meet agreed acceptance criteria pursuant to a signed document issued under clause 12.2, UXC Eclipse undertakes to submit to the Client within five (5) business days
- 12.3.1 the completed Service, or Deliverable for testing and acceptance; or
 - 12.3.2 a schedule acceptable to the Client for completing the Service, or for submitting the Deliverable and UXC Eclipse will submit or re-submit as the case may be in accordance with the revised schedule for testing and acceptance
- 12.4 If for any reason attributable to the Client, five (5) business days after the agreed scheduled completion date for testing and acceptance of any Deliverable or Service in accordance with terms detailed in the System Documents, the Client has failed to conduct the tests required the Client agrees that:
- 12.4.1 without limiting the Client's right under any warranty to require UXC Eclipse to perform corrections if required, UXC Eclipse may submit its invoice and receive payments due in accordance with agreed payment terms, for the Services or Deliverable; and,
 - 12.4.2 the Client will inform UXC Eclipse of a revised schedule acceptable to UXC Eclipse for testing and acceptance, which in any event will be no later than ten (10) business days following the receipt of the Deliverable or the completion of the Services.
- 12.5 Both UXC Eclipse and the Client agree that testing and acceptance is required only in relation to the functions of the Deliverables and Services supplied to the Client by UXC Eclipse that has been defined in the System Documents and will be conducted using the systems processing, network and operating environment substantially similar to and not less than the minimum technical configuration specified in the System Documents or as recommended by UXC Eclipse.
- 12.6 Any dispute arising or failure to reach agreement between UXC Eclipse and the Client as to the satisfactory function, performance, or completion of any Deliverable or Service will be subject to resolution in accordance with clause 20.1.
- 12.7 Upon Completion of any satisfactory test and acceptance for any Services or Deliverable, the Client will issue without delay, the written notice in the form agreed by the Client and UXC Eclipse and included in the System Document stating the Client's acceptance of the Deliverables, the System and completion of the Services as the case may be.
- 12.8 If the Client fails for any reason to issue a signed acceptance or non-acceptance of any tested Deliverable or Services as the case may be the Client will be liable for and will make all payments invoiced by and due to UXC Eclipse in connection with the Deliverable or stage or completion for which the Client's signed acceptance or non-acceptance has not been issued.
- 12.9 Following System Completion, the Client assumes responsibility for the ongoing application and use of the System in the Client's business.

13 NON-SOLICITATION

- 13.1 For the term of this Agreement and for a period of six months from the termination of this Agreement, the Client shall not directly or indirectly through any associated company or third party offer to employ or enter into any agreement for the provision of services whether as an employee or independent contractor, to any UXC Eclipse employee. The Client acknowledges that any breach of this provision will result in substantial damage to UXC Eclipse and agrees that in the event of a breach of this provision, as fair and reasonable pre-estimate of compensation due to UXC Eclipse for the resulting loss or damage, the Client will pay to UXC Eclipse by way of liquidated damages and not as a penalty a sum equal to the gross annual salary for any employee at the rate of pay current at the time of breach.

14 OWNERSHIP OF WORKS

- 14.1 Except for the perpetual, personal, non-exclusive, non-transferable licence to use for its own internal data processing and for further development, maintenance, support and training for ongoing use of the Software, UXC Eclipse makes no grant, assignment or transfer to the Client of Intellectual Property and the rights thereto or interest therein of any Software, source code, routines, methodologies, or trade secrets in any Deliverable supplied by UXC Eclipse or resulting from the performance of Services for the Client. Ownership of all rights to Intellectual Property Rights is preserved for UXC Eclipse and its licensors. The Client shall not take any action by way of copying, disseminating, transmitting, accessing source code or reverse engineering that may infringe or may be inconsistent with the Intellectual Property Rights of UXC Eclipse or its licensors.
- 14.2 No rights or interest of any nature in any Software or Deliverable supplied to the Client by UXC Eclipse are granted, transferred or assigned to the Client by UXC Eclipse until and unless all fees in respect thereto are paid for in full by the Client.
- 14.3 No rights or interest of any nature in any specification, business process, business routine, know-how, trade secrets or technical information supplied to UXC Eclipse by the Client are granted, transferred or assigned to UXC Eclipse by the Client and all Intellectual Property Rights subsisting therein are and remain the property of the Client. The Client grants UXC Eclipse a limited licence to use any of the aforesaid Intellectual Property Rights strictly and solely for the purpose of UXC Eclipse's performance of the Consulting Services for the Client under this Agreement.

15 CONFIDENTIALITY

- 15.1 Neither party shall for its own or any third-party's benefit or for any purpose other than for the performance of the Services, use, disclose, disseminate, or make copies of any confidential information of the other party or any personal data of any individual provided by a party or to which a party may have access for the purpose of performing obligations required under this Agreement, unless with the prior approval in writing of the other party, and provided that with respect to any personal data or information of any individual, the use, disclosure or dissemination of such information will be treated in accordance with and subject to any applicable national or international statutory or regulatory codes of conduct or principles and in accordance with the specific express instructions of a disclosing party regarding the treatment of its confidential information. Subject to the foregoing, confidential information

includes all information contained within the Agreement and attached schedules and System Documents or any information of any nature associated with the Services.

- 15.2 The undertaking of confidentiality and non-disclosure contained in clause 15.1 do not apply to any information that is already publicly known, or which is disclosed by a third party to either of the parties and the third party is not bound by an obligation of confidentiality with respect to the disclosed information or which either party can show was developed independently and without reliance on or reference to any confidential information of the other party.
- 15.3 The obligation of confidentiality contained herein shall survive the termination of this Agreement.

16 FORCE MAJEURE

- 16.1 Neither party shall be liable for any delay or for failure to perform its obligations under the Agreement, (except relating to a payment that is due), resulting from any cause beyond its control, including, but not limited to acts of God; inclement weather, storm, earthquake, lightning, fire, explosion or flood; strikes; work stoppages, slow-downs or other industrial disputes; war, riots or civil disturbances; acts of government; and delays caused by suppliers, or material shortages. Each party shall use reasonable endeavours to overcome these events, shall give immediate notification to the other party of the occurrence of such events, and as soon as such event ceases to affect their performance of obligations resume compliance with their obligations.

17 COMPLIANCE: EXPORT RESTRICTIONS

- 17.1 Certain Software and Software technology used in the creation of Deliverables may be subject to Fiji, Australian, United States and other international export laws and regulations. All compulsory applicable domestic and international export laws and regulations will apply to any Software, Services or Deliverables to be performed or supplied under this Agreement including any statutory restrictions on destinations, end users and end use.

18 TERMINATION

- 18.1 Maintenance Services and Support Services may be terminated:
- 18.1.1 by either party by providing written notice to the other party no less than thirty (30) days prior to the termination of any current term.
 - 18.1.2 by the Client if 30 days after the date of providing written notice to UXC Eclipse specifying a material breach of this Agreement in performing its obligations or undertakings under this Agreement in respect of Maintenance Services and Support Services for the Software, UXC Eclipse has failed to remedy the breach to the reasonable satisfaction of the Client.
 - 18.1.3 by UXC Eclipse if 30 days after the date of providing written notice to the Client specifying the Client's failure to pay by the due date for payment an undisputed invoiced renewal fee for Maintenance Services and Support Services for the Software, the Client has failed to pay the invoiced amount.
- 18.2 If the Client exercises the right to terminate Maintenance Services and Support Services for reasons not directly attributable to any material breach of the terms of

this Agreement by UXC Eclipse, the Client will not be entitled to any refund of the fees paid for Maintenance Services and Support Services.

- 18.3 Without prejudice to any rights or remedies under this Agreement or at law or in equity, the Client or UXC Eclipse may terminate the whole Agreement if 30 days after the date of serving a written notice to the other party (party in breach) specifying a material breach of this Agreement or a failure by that party in performing its obligations or undertakings under this Agreement by that party and the party in breach has failed at the expiration of the notice period to remedy the breach to the reasonable satisfaction of the party serving the notice of breach.
- 18.4 In addition to other rights of termination, either party may terminate the performance of Services the subject of any written Statement of Work or Work Order (as the case may be) agreed by the parties pursuant to this Agreement in accordance with the terms contained therein.
- 18.5 In the event of any termination and within 30 days of the date of termination the parties undertake to supply all Deliverables that have been accepted and paid for, and where Deliverables have been accepted but not paid for, to complete and submit and settle payments in respect of all invoices for any unpaid Services, Software and Deliverables.
- 18.6 Without prejudice to any rights or remedies under this Agreement or at law or in equity, either party may suspend or terminate by notice the terms of this Agreement immediately upon becoming aware that the other party has or plans or resolve to or becomes in jeopardy of being subject to any form of insolvency administration, or commences to be wound up (other than for the purposes of restructure or amalgamation), or carries on or commences to carry on business under a receiver or manager for the benefit of its creditors or any of them or compounds with or enters in to any scheme of arrangement with creditors.

19 ENTIRE AGREEMENT, NON-ASSIGNMENT, RELATIONSHIP, WAIVER, COUNTERPARTS, SEVERABILITY

- 19.1 This Agreement represents the entire agreement between UXC Eclipse and the Client with respect to Consulting Services and Maintenance and Support Services for the Software and the terms and conditions contained herein supersede all other oral and written communications and agreements between the parties. This Agreement cannot be modified other than by agreement in writing signed by UXC Eclipse and the Client.
- 19.2 Other than to a Related Company, this Agreement may not be assigned by the Client without the prior written consent of UXC Eclipse, with such consent not to be unreasonably withheld or delayed. This Agreement shall be binding on and continue to the benefit of the successors in interest and any permitted assigns of the parties.
- 19.3 UXC Eclipse and the Client are independent contractors and no legal or commercial relationship in the nature of agent and principal, employment, partnership, or other form of legally recognised commercial entity shall arise out of or be implied by the operation of this Agreement or obligations or rights contained herein.
- 19.4 No forbearance or delay by a party in enforcing its rights or requiring the performance of an obligation under this Agreement will prejudice or restrict the rights of the party and no waiver of any such rights or of any such breach of a term of this Agreement

shall be deemed to be a continuing waiver or a waiver of any other right or of any subsequent breach.

- 19.5 This Agreement may be executed by the parties in counterparts, each counterpart so executed shall form one and the same agreement.
- 19.6 If any word, term or provision of the Agreement is found to be void, illegal, or unenforceable then the same shall be severed from the Agreement without affecting the validity or enforceability of the remainder of the Agreement.

20 DISPUTE RESOLUTION, JURISDICTION AND GOVERNING LAW

- 20.1 The parties agree that if any issue becomes subject of a dispute between the parties, the dispute will be subject to resolution through negotiation in good faith conducted by the respective senior executives of the parties with the power and authority to negotiate and agree to binding terms of settlement for and on behalf of the respective parties, and if after ten (10) business days the good faith negotiations fail to resolve the dispute, it will then be referred to an independent mediator to be agreed by the parties with professional experience and skill in the provision of like services for mediation. If after ten (10) business days the parties fail to agree a suitable independent consultant, the dispute will be referred for mediation by a mediator appointed by and in accordance with appointments made by LEADR Association of Dispute Resolvers (LEADR) upon the application of either party. The parties will submit to proceedings to be conducted in accordance with the rules of conduct and proceedings for mediation of the LEADR in force at the time the dispute is referred in Suva or at such venue, time and date nominated by LEADR. Provided however, neither party shall be restricted under this clause from seeking urgent declaratory, injunctive, or other equitable relief or remedy in a court of competent jurisdiction.
- 20.2 This Agreement shall be governed by and interpreted under the laws of Fiji and the parties agree to submit to the non-exclusive jurisdiction of the courts of Fiji.

21 GENERAL TERMS

- 21.1 In this Agreement words importing the singular shall be deemed to include the plural and vice versa, words importing any gender shall be deemed to include all other genders and reference to a person includes a person, firm, corporation, and government authority.
- 21.2 The headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of it.
- 21.3 A notice purported to be served under this Agreement shall only be deemed to have been properly served if in writing and is sent to the usual business address of the recipient by registered / certified mail, confirmed facsimile or e-mail, or by personal delivery for which a receipt is obtained.
- 21.4 The Client agrees that UXC Eclipse may add the Client's name to the UXC Eclipse list of Clients for use by UXC Eclipse in sales material. UXC Eclipse agrees not to disclose information about the Client or cause it to be used as a reference site, without the prior written approval from the Client.
- 21.5 The words "including", or "includes" means including but not limited to or including without limitation.

- 21.6 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

SCHEDULE TO THE SOFTWARE SERVICES AGREEMENT

Software	Microsoft Dynamics™ Software NAV 2015
Software Serialisation/Registration	To Be Supplied With Software
Effective Date	The date of Client's execution of this Agreement
Renewal Dates	Each anniversary of the date of Client's execution of this Agreement
Network Operating System	Microsoft Windows current supported release
Database	Microsoft SQL Server current release
Concurrent Users	10 (Refer Attachment 2)
Initial Software Maintenance and Support Services Fee	\$12,486.06 VAT excluded
Payment Terms	All payments are due and payable on receipt of and subject to a tax invoice from UXC Eclipse. Payment of any software licence fee is due in full on delivery of the software and the software licences.

MS Dynamics NAV Software and Service Summary

Fijian Elections Office MS Dynamics NAV Investment - FJD VIP Revised Pricing	Revised - UXC Eclipse Pricing (15/09/15) FJD and VAT Inclusive
Discounted Software License (MS Dynamics NAV plus add-ons) (10 Concurrent Full Users)	\$55,552.17
Discounted Estimated Implementation Services	\$43,815
Annual Maintenance & Support Based on 22.5% of List Software License Price.	\$14,358.97
Total Investment - FJD and Vat Inclusive (subject to exchange of the day)	\$113,726.14

STANDARD UXC ECLIPSE CONSULTING FEES AND TERMS

EFFECTIVE DATE

This Agreement is effective as of the date of the Client's signature (Effective Date).

- UXC Eclipse standard consulting service fees are set in the table below. UXC Eclipse reserves the right to adjust consulting fees and payment terms by providing a minimum of 30 days written notice of any intended change.

UXC Eclipse Consultant	\$1,480 per day	\$185 per hour
UXC Eclipse Manager	\$1,600 per day	\$200 per hour

- Consulting fees above are **exclusive of VAT** (or GST as the case may be).
- Standard fees are applicable to all services unless any discount or special terms have been expressly agreed in writing by UXC Eclipse or in Attachment 1 as applicable to any specific project work order or service confirmation. Any discount so offered by UXC Eclipse will not be deemed a continuing or recurring discount unless expressly agreed in writing by UXC Eclipse.
- Per day rates are based on 8 hours per day. Consulting time is converted and payable at the hourly rate.
- The UXC Eclipse Manager Rate is applicable for an UXC Eclipse Solutions Manager, Project Manager, Development Manager, Business Unit Manager and Divisional Manager.
- Services performed at the request of the Client before 8.30 a.m. or after 5.30 p.m. on weekdays, or on weekends or on public holidays are charged at two times the standard rate.
- Cancellation fees are applicable as per the following table and are payable as a percentage of the scheduled work.

Up to 5 working days	10%
Up to 2 working days	50%
Same day notice	100%

- For Consultants, the minimum period of on-site consulting is 4 hours. UXC Eclipse appreciates that in certain extenuating circumstances, a client may require a consultant on-site for less than 4 hours to support an emergency call out. UXC Eclipse will consider these requests on a case-by-case basis, with a minimum 2 hour charge out. Travel time is applicable when billable time is under the minimum 4 hour period and is inclusive in the minimum 2 hour charge out.
- Travel time is charged outside the Suva Metropolitan area regardless of the time billed.
- All consulting time is billable weekly and payable 30 days from date of receipt of invoice.
- Travel expenses are applicable for consulting undertaken. All out of pocket expenses such as changeable economy airline tickets, taxi fares, parking, car travel and tolls are recoverable. Car travel is recoverable at the rate of 70 cents per kilometre.
- Accommodation (minimum 4 stars) and meals are recoverable for consulting undertaken outside the Suva Metropolitan area where more than one continuous days consulting is required. If the client prefers, they may book and pay for accommodation and meals or

negotiate a Per Diem rate.

ATTACHMENT 1: SERVICES AND FEES ESTIMATES

MS Dynamics NAV Estimated Implementation Services Breakdown

Project Phase	Project Task	Est. [days]	Revised Estimate	Discounted
1. Project Initiation	Meeting	0.5		
	implementation preparation	0.5		
2. Data Collection - GL and Trade	GL and Trade - 1st. Session	0.5		
	GL and Trade - 2nd Session	0.5		
	GL and Trade - 3rd Session	0.5		
3. System Build - GL and Trade	GL and Trade - upload of data	1		
	Finish w Customer (2 remote sessions of 4 hours each)	1		
4. UAT 1st - GL and Trade	4. UAT 1st Level by Eclipse (GL and Trade)	0.5		
	4. UAT 1st Level by Eclipse with Client (GL and Trade)	1		
5. Software Install	5. Software Install	1		
	5. Software Install - User Setup	0.5		
6. End user training - GL and Trade	6. End user training (GL and Trade)	5		
7. User Acceptance Testing Support - GL and Trade	7. User Acceptance Testing Support (GL and Trade)	1		
8. Data Conversion Opening Balances	8. Data Conversion Opening Balances	1.5		
9. Go Live Support	9. Go Live Support	5		
Additional Estimates				
Install of Budget Checking		1.5		
Document Development (PO and Cheque)		2		
Flat file integration from GL Entries of Expenses to Government FMIS				
Design		1.5		
Flat file development		1		
Training, UAT and Go Live		1		
Flat file GL Journal Upload from Payroll		1		
Total Estimated Consulting Days		28		25
Total Estimated Management Days		7		6.75
Total Estimated Implementation Days		35		31.75
Total Estimated Implementation Costs - FJD & VEP		51,800.00		\$38,100

Pricing Assumptions

- Prices quoted are in Fiji Dollars and are Inclusive of VAT as specified in the Investment Summary.
- Currency conversion is based on exchange rate as at 15/09/15 and may change subject to exchange rate on the day of invoicing.
- UXC Eclipse standard consulting rates for MS Dynamics NAV are:
 - Consulting FJD\$185/hour
 - Project and Solution Management FJD\$185/hour
 - Based on 8 hours per day
- Special Discounted MS Dynamics NAV consulting rates has been offered to Fijian Elections Office for the duration of the project as:
 - Consulting FJD\$150/hour
 - Project and Solution Management FJD\$150/hour
- This proposal is valid till 30th September 2015.
- Annual maintenance and 24/7/365 Support is calculated at 22.5% of the List Software price based on exchange rate.

Project Assumptions

MS Dynamics NAV Implementation Assumptions

- The Implementation services are limited to the setup of one company only. If multiple companies are required, we will show you how to copy a company and set up yourself.
- Excel templates will be provided for data conversion. FEO will populate the data templates provided. UXC Eclipse will provide guidance on what data needs to be collected and the format of the data required for the templates. The majority of data can be uploaded using the RapidStart Services Tool. The estimate for data conversion is limited to training, assistance, and guidance in the method of populating the templates and in the use of the RapidStart Services Tool.
- Data conversion of master records is limited to Customer, Vendor, Fixed Assets and Fixed Assets Depreciation Books. FEO will provide the data in the format of the templates provided by UXC Eclipse.
- Data conversion of opening balances is limited to General Ledger (G/L), Customer and Vendor. There is no allowance included in the estimated scope to convert history and open orders. FEO will provide the data in the format of the templates provided by UXC Eclipse.
- FEO will have suitable hardware ready for the install. SQL needs to be installed on the FEO server prior to the NAV install. Install of SQL is not part of the scope of this implementation.
- Training and workshop sessions are assumed to only be conducted once, covering specific areas. Duplicated training and workshop sessions are not included in the estimated services.
- Training will be conducted on a Train the Trainer approach

- Custom configuration of Role Centre's is not included
- No modifications are included in this proposal. However an allowance of 2 days has been included for key document enhancements. Please note that these high level estimates are based on our understanding and "best guess". The enhancements will be re-estimated once defined during the project. A variation will be raised if there is a gap between the initial estimate and revised estimate.
- Some part of the implementation services are delivered remotely. FEO needs to have the appropriate infrastructure (incl. web access) to attend these sessions.

21.7 Scope of Works Delivered By Smart Express Methodology

Technical Services

- Install NAV on server. If SQL is used then SQL needs to be installed and configured prior.
- Install NAV on some clients
- Some basic user and security setup
- Web Client is Not included in the estimates

Functional areas covered by the proposed services:

GL

- Basic GL
- Budget
- Account Schedules
- Allocations
- Change Log
- Bank Management and Reconciliation
- Cheque Writing
- Dimensions
- Purchase and Payables
- Basic Payables
- Purchase Invoicing
- Purchase Order Management
- Purchase Line Price
- Inventory Management
- Basic Inventory
- Alternative Vendors
- Item Tracking

21.8 Additional Deliverables

- Fixed Asset
- GL Journal Upload from PayGlobal – Flat File interface
- Flat file integration from GL Entries of Expenses to Government FMIS

ATTACHMENT 2: SOFTWARE AND SOFTWARE FEES

MS Dynamics NAV Software and Maintenance and Support

Microsoft Dynamics NAV 2015	Quantity	Unit Price	Total Price	FJD Total as per exchange rate: 15/09/15 List Price	FJD Discounted Pricing - Vat Exclusive	Fiji Elections Pricing - Vat Inclusive
Starter Pack (3 users)	1	\$3,500	\$3,500			
Additional User Licenses (10 in total)	7	\$2,100	\$14,700			
Total Dynamics NAV Base License (15% Discount off List Price) (subject to exchange rate as at 15/09/15)	USD	0.4598	\$18,200	\$39,582.43	\$33,645.06	\$38,691.82
MS Dynamics NAV Add-on Modules	Quantity	Unit Price	Total Price	FJD Total as per exchange rate: 15/09/15 List Price	FJD Discounted Pricing - Vat Exclusive	FJD Pricing - Vat Inclusive
Budget Checking (Discounted FJD List Pricing instead of AUD Pricing)	AUD	\$3,500	\$3,500	\$5,522.25	\$5,522.25	\$6,350.58
Tectura Auto Bank Reconciliation	AUD	\$2,500	\$2,500	\$3,944.46	\$3,944.46	\$4,536.13
Tectura EFT	AUD	\$2,500	\$2,500	\$3,944.46	\$3,944.46	\$4,536.13
(subject to exchange rate as at 15/09/15)		0.6338		\$13,411.17	\$13,411.17	\$15,422.85
Fiji Tax Localisation (Discounted FJD List Pricing instead of AUD Pricing with further 50% discount)	FJD	\$2,500	\$2,500	\$2,500.00	\$1,250	\$1,437.50
Total UXC Eclipse Add-ons (subject to exchange rate as at 15/09/15)	FJD	0.6338		\$15,911.17	\$14,661.17	\$16,860.35
Total Software Investment List Price – FJD and VAT Exclusive (subject to exchange rate as at 15/09/15)				\$55,493.60	\$48,306.23	\$55,552.17

Annual Software Maintenance Services and Support Services

Microsoft Dynamics NAV 2015 and all Add-ons					FJD Discounted Pricing - Vat Exclusive	FJD Discounted Pricing - Vat Inclusive
Annual 24/7/365 Support and Maintenance Total (@22.5% of List Price - FJD and VAT Exclusive)	22.50%				\$12,486.06	\$14,358.97

Maintenance Start Date: 28th September 2015 (or effective from date of signing)

Professional Services Rates: (FJD and Vat Exclusive)

ATTACHMENT 3: VARIATION ORDER FORM

Variation Form

Reference No: XXVO-01

Company Name			
Project	Dynamics XXX Implementation		
Request By	Name	Request Date	dd/mm/yy
Consultant Allocated	Name	Delivery Date	dd/mm/yy

Resource	Hourly Rate	Estimated effort	Total Fee ex VAT
Consultant	\$	XX hours	\$X,XXX
Project Manager	\$	XX hours	\$X,XXX

Changes Required: Summary description

Detailed description of the change that can be used by developers or consultants to deliver it

Reasons for change

Signed for by the Client

Signed for by UXC Eclipse

Signature

Date

Signature

Date

NOTE: The time and materials set out above are estimates only. UXC Eclipse will use best endeavours to deliver the services in accordance with estimated time and materials. If the implementation plan is affected, an updated schedule will be submitted for acceptance by the Client.