

# Master Services Agreement

## INTRODUCTION

This Master Services Agreement ("Agreement") sets out the terms upon which the parties agree in connection with the Deliverables. This Agreement consists of these terms, any attachments hereto (including the annexed Statement of Work) and any future Statement of Work agreements between the parties.

### Earthoffset Pty Ltd trading as Monty Compost Co ('Monty') (the "Service Provider")

**Address** 6/88 Boundary St, West End 4101 QLD

**Contact** Ashley Baxter

**Email** ashley@montycompost.co

### To be Supplied by The "Client"

**Address** As supplied by the Client

**Contact** As supplied by the Client

**Email** As supplied by the Client

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## 1 PROVISION OF SERVICES

### 1.1 Service Description

The Service Provider agrees to provide the service in accordance with the attached Statement of Work.

This service consists of automated, remote compost temperature monitoring services, including Monty Pro Probes ("Probes") and access to the Monty Pro Platform software for data collection, monitoring and reporting (the "System").

## **1.2 Installation and Deployment**

The Service Provider will install and configure the System at the Client's designated location following the timeline schedule provided. The Service Provider will use its best endeavours to adhere to the Schedule but are not responsible if the Schedule is or is required to be extended for reasons beyond their control, such as site-specific technical customisations.

## **1.3 Modifications to Services**

Any alterations to services, additional equipment or increased digital functionality requested by the Client must be agreed upon in writing and may incur additional fees.

## **2 TERM AND RENEWAL**

### **2.1 Initial Term**

The subscription commences on the date the probes are delivered ("Commencement Date") and continues for 12 months ("Initial Term").

### **2.2 Automatic Renewal**

Upon completion of the Initial Term, the Agreement will automatically renew for additional one-year terms unless terminated or otherwise agreed.

## **3 FEES, INVOICING, AND PAYMENT**

### **3.1 Subscription Fees**

Monthly fees are \$30 per Probe. Additional services, such as 4G capabilities, may incur separate charges, as agreed.

### **3.2 Payment Terms**

Payments start on the Commencement Date, subject to both parties' approval of handover and other mutually agreed timeline changes, and are due on the monthly

anniversary of the commencement date. Late payments are subject to interest at 1.5% per month.

### **3.3 Fee Adjustments**

Service Provider reserves the right to increase fees upon each renewal term, with 60 days' advance notice.

### **3.4 Taxes**

Taxes, duties and levies imposed in connection with the services are not included within the Subscription Fee.

### **3.5 Exit Fee**

An exit fee of \$50 per Probe is payable upon termination occurring before the Initial Term. This fee will be waived if the termination is due to performance failure.

## **4 CLIENT RESPONSIBILITIES**

### **4.1 Site Preparation**

The Client must ensure the site is prepared for System deployment, including power, network connectivity and access as needed.

### **4.2 Safe Usage and Care**

The Client agrees to handle and use the System in a manner consistent with the Service Provider's guidelines. Loss or damage to equipment due to negligence or misuse will be the Client's responsibility.

## **5 DATA MANAGEMENT AND SECURITY**

### **5.1 Data Ownership**

All data collected by the System is owned by the Client. The Service Provider is granted a licence to use the data to perform services and product development under this Agreement.

## **5.2 Data Protection and Security**

The Service Provider will apply industry-standard data security measures to protect the Client's data against unauthorised access and will comply with relevant data protection laws.

## **5.3 Data Retention and Deletion**

The Client data will be retained indefinitely after collection. The Client may request data deletion at any time. The Service Provider will delete the data from their system within 5 business days from request from the Client.

# **6 SERVICE LEVEL AND SUPPORT**

## **6.1 Service Availability**

The Service Provider guarantees 95% uptime of the software platform, excluding scheduled maintenance or force majeure events.

## **6.2 Hardware Replacement and Repairs**

Defective Probes will be replaced within 5 business days from the notification of failure.

## **6.3 Technical Support**

Support is available Monday through Friday, 9:00 AM to 5:00 PM AEST. Issues will be resolved within 5 business days.

# **7 CONFIDENTIALITY**

## **7.1 Confidential Information**

Both Parties agree to protect each other's confidential information from unauthorised disclosure. This includes all business, financial, and technical information, as well as the terms of this Agreement.

## **7.2 Exclusions**

Confidential information does not include information that is public, independently developed or legally disclosed by a third party.

### **7.3 Return or Destruction**

Upon termination, each Party will return or destroy the other's confidential information.

## **8 INTELLECTUAL PROPERTY RIGHTS**

### **8.1 Service Provider Intellectual Property**

The Service Provider retains all rights to software, technology, and proprietary information used in delivering the services. The Client agrees not to reverse-engineer or modify the software.

### **8.2 Customer Intellectual Property**

The Client retains ownership of their data and any proprietary materials provided to the Service Provider in connection with the services.

Publicly available or commonly known operational information is not considered proprietary and may be used by the Service Provider to perform services and product development.

## **9 PRIVACY AND DATA COMPLIANCE**

### **9.1 Privacy Policy**

The Service Provider's handling of personal data complies with applicable privacy laws and regulations.

### **9.2 Data Processing Agreement (DPA)**

The Client and the Service Provider may execute a Data Processing Agreement (DPA) to clarify data controller and data processor responsibilities, if requested by the Client.

## **10 WARRANTY AND DISCLAIMER**

### **10.1 Limited Warranty**

The Service Provider warrants that the System will function as specified and in accordance with published standards under normal use.

For the purposes of this agreement, functionality specification includes that the probes have to accurately measure temperature at least 50 centimetres under the surface of a compost windrow at least every hour.

### **10.2 Disclaimer of Warranties**

Services are provided "as is," and all other warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are disclaimed.

## **11 INDEMNIFICATION**

### **11.1 Client Indemnification**

The Client agrees to indemnify the Service Provider from any third-party claims arising from the Client's misuse of the System, violation of this Agreement or failure to comply with applicable laws.

### **11.2 Service Provider Indemnification**

The Service Provider agrees to indemnify the Client for claims that the software infringes upon third-party intellectual property rights.

## **12 LIMITATION OF LIABILITY**

### **12.1 Limitation**

The Service Provider's total liability for damages will not exceed the total amount paid by the Client in the 12 months prior to the claim.

### **12.2 Exclusion of Consequential Damages**

The Service Provider shall not be liable for indirect, incidental, special or consequential damages, even if advised of their possibility.

## **13 TERMINATION**

### **13.1 Termination for Convenience**

Either Party may immediately terminate this Agreement with written notice. Fees are non-refundable upon termination.

### **13.2 Termination for Cause**

Either Party may terminate this Agreement immediately if the other Party fails to cure a material breach within 30 days of written notification.

### **13.3 Effect of Termination**

Upon termination, the Client will cease using the software, return any equipment at their own cost and all outstanding fees will become immediately payable.

## **14 FORCE MAJEURE**

**14.1** Neither Party is liable for failure to perform obligations under this Agreement if the failure is due to events beyond their control, including natural disasters, government actions, or other events classified as force majeure.

## **15 GOVERNING LAW AND DISPUTE RESOLUTION**

### **15.1 Governing Law**

This Agreement shall be governed by and construed under the laws of Queensland, Australia.

### **15.2 Dispute Resolution**

In the event of a dispute, the Parties agree to first attempt mediation in good faith.

If mediation fails, the dispute shall be resolved through arbitration in Queensland.

## **16 MISCELLANEOUS**

### **16.1 Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements on this subject matter.

### **16.2 Amendments**

Amendments must be in writing and signed by authorised representatives of both Parties.

### **16.3 Severability**

If any provision is found invalid or unenforceable, the remaining provisions will remain in effect.

### **16.4 Assignment**

Neither Party may assign its rights or obligations under this Agreement without the other Party's written consent, except in the case of a merger or acquisition.

### **16.5 Notices**

Notices shall be sent to the email addresses provided or to updated email addresses provided in writing.



# Statement of Work

This Statement of Work sets forth the services the Service Provider will provide to the Client. Notwithstanding anything in this Statement of Work to the contrary, this Statement of Work is governed by, and incorporated by reference in, the Master Services Agreement entered into between the Service Provider and the Client (“the Agreement”).

**A      COMMENCEMENT DATE**

To be supplied by the Client

**B      PROJECT NAME**

To be supplied by the Client

**C      PROJECT LOCATION**

To be supplied by the Client

**D      DELIVERABLES**

The Deliverables will be as described under Item E.

**E      SCHEDULE**

Deliverable		Date
Gateway Installation	Monty will deliver their upload gateway, provide remote installation instructions and verify access.	To be supplied by the Client

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Probe Delivery	Monty will deliver Monty Pro Probes, equipped with temperature monitoring at hourly intervals, and supporting equipment and documentation.
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**Commencement Date**

Probe Deployment	Monty will conduct an onboarding session to validate connectivity of all delivered probes.	To be supplied by the Client
Operator Training	Monty will conduct a remote video presentation to deliver a training session for all relevant operational and management staff.	
Final Delivery	Monty will hand over all remaining documentation and facilitate solution transfer, including the first subscription payment.	

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**F FEES**

Deliverable	Fees Payable (ex GST)	Due
Monthly Subscription (Ongoing)	\$30 per probe, ex additional features	Monthly
Early Exit Fee ( <i>Pre Initial Term</i> )	\$50 per probe	On Exit

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**EXECUTED AS AN AGREEMENT**

**Signed by the Client by its duly  
authorised officer:**

Signature:

Name:

Date:

**Signed by Earthoffset Holdings Pty Ltd  
trading as Monty Compost Co by its duly  
authorised officer:**

Signature:

Name:

Date: