LimePoint End User Licence Agreement

This agreement applies to software products (including without limitation MintPress, DriftGuard and Cohesion) developed, maintained or distributed by LimePoint Pty Ltd ABN 35 618 454 827 (**LimePoint**) (**Software**).

This agreement sets out the terms of a contract between you and LimePoint under which you may access and use the Software provided you are the Licensee or an End User. By accessing or using the Software, you agree to be bound by this agreement. If you have subscribed for a free trial of the Software on a SaaS Basis, fees may be charged if you do not give notice that you do not want to extent your subscription in accordance with clause 2 and cease using the Software by the end of the trial period.

This agreement is supplemented by the Order under which a licensee identified in the relevant Order (**Licensee**) has purchased access to the Software for the Licensee and its End Users. Unless specifically stated otherwise, in the event of an inconsistency between an Order, this agreement and any document incorporated by reference, then those documents will be interpreted in that order of precedence. Unless agreed otherwise in an Order the most recent version of this end user licence agreement will apply to any Further Term from the commencement of that Further Term.

The Licensee agrees to ensure that each End User (or any other person it provides access to the Software) complies with the terms of this agreement and that any breach of this agreement by an End User (or any other person it provides access to the Software) will be deemed to be a breach by the Licensee under this agreement. If you are an End User you agree, your use of the Software is subject to this agreement, to comply with the terms of this agreement and that any claims you have in connection with the Software may only be made by Licensee subject to the terms of this agreement including the limitations of liability.

1 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this agreement unless the contrary intention appears:

(a) **Business Day** means a day other than a Saturday, a Sunday or a public holiday within the meaning of the Public Holidays Act 1993 (Vic);

(b) **Client Data** means data owned or supplied by an End User or data generated, compiled, arranged or developed on the Software by an End User for the purpose of designing, deploying and managing technology platforms and environments. Client Data does not include data generated by LimePoint for the purpose of managing your use of the Software including without limitation access and usage logs;

(c) **Confidential Information** means the existence and contents of this agreement and in relation to a party making a disclosure (**Discloser**), all information (including Client Data and any personal information) disclosed, communicated or delivered by the Discloser to the person to whom the disclosure is made (**Recipient**) or learnt or accessed by the Recipient from the Discloser, but excludes any such information which the Recipient can establish:

    (i) is or becomes generally available in the public domain otherwise than through a breach of confidence owed to the Discloser;

    (ii) was developed by the Recipient independently of the disclosure, communication or access from the Discloser; or

    (iii) was disclosed or communicated to or accessed by the Recipient from a third party under no obligation of confidence in relation to that information;

(d) **Corporations Act** means the *Corporations Act 2001 (Cth)*;

(e) **Documentation** means the Getting Started Guide, User Guide and Support Guide and any other documentation associated with the Software which LimePoint supplies to you including help files contained in the Software. Unless specified otherwise, each reference to Software includes the Documentation;

(f) **End User** or **you** means the Licensee and each user authorised under the Order (if applicable, named users);

(g) **Force Majeure Event** means an event or cause beyond the reasonable control of the party claiming the Force Majeure Event. It includes each of the following, to the extent it is beyond the reasonable control of that party: an act of God, lightning, storm, flood, fire, earthquake or explosion, cyclone, tidal wave, landslide, strike, lockout or other labour difficulty, interruptions or unavailability of internet connection or telecommunications services, act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, the effect of any applicable laws, orders, rules or regulations of any government or other competent authority, embargo, power or water shortage, lack of transportation and breakage or accident or other damage to machinery. In the case of LimePoint, interruptions to any hosting services provided by an End User or a third party are Force Majeure Events;

(h) **GST Law** has the meaning given by the A New Tax Software (Goods and Services Tax) Act 1999 (Cth);

(i) **Insolvency Event** means, for a person, being:

    (i) in liquidation or provisional liquidation or under administration, having a controller or analogous person appointed to it or any of its property;

    (ii) being taken to have failed to comply with a statutory demand, be unable to pay its debts or otherwise insolvent;

    (iii) dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs;

    (iv) subject to any action that could result in the person becoming an insolvent under administration;

    (v) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or

    (vi) any analogous event;

(j) **Intellectual Property Rights** means all present and future rights conferred by statute, common law, equity or any corresponding law anywhere in the world, including (without limitation) in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, Confidential Information and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include all rights in all applications to register these rights, all renewals and extensions of these rights and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights;

(k) **Moral Right** means a right of attribution of authorship, a right not to have authorship falsely attributed, a right of integrity of authorship or a right of a similar nature, conferred by statute or otherwise, and which exists or comes to exist anywhere in the world;

(l) **Order** means the Order agreed by the Licensee and LimePoint under which you are granted access to the Software (and in relation to any Further Term, or any increase to any usage limitations under clause 8, any invoice for that Further Term or increase). An Order includes any online order for any software provided on a SaaS Basis (including for any free trial);

(m) **SaaS Basis** means any Software hosted by LimePoint on shared infrastructure and licenced by you on a software as a service basis**.**

(n) **Tax** means any and all present and future sales, use, value added, goods and services or other taxes, fees, withholdings, levies, duties or other charges of any nature whatsoever or whensoever imposed (other than Taxes on the Licensor's net income) by any government or regulatory authority in relation to this agreement; and

(o) **Term** means the Initial Term and any Further Term as defined in clause 2.

1.2   Interpretation

In this agreement, unless stated otherwise, an agreement, representation, covenant or warranty in favour of, or given by, two or more persons is in favour of, or given by, them jointly and severally.

2   TERM

The initial term of this agreement is specified in the Order (or in the case of Software licensed on a SaaS Basis, 1 month unless agreed otherwise) (**Initial Term**).

Unless agreed otherwise in an Order, this agreement shall be extended for a further term (**Further Term**) of:

(a) 1 month in the case of Software provided on a SaaS Basis, unless either party gives notice to the other party at least 5 Business Days prior to the end of the Initial Term (or any Further Term) that it does not wish this agreement to continue; or

(b) 12 months in all other cases, unless either party gives notice to the other party at least 40 Business Days prior to the end of the Initial Term (or any Further Term) that it does not wish this agreement to continue.

The Initial Term or any Further Term will end early if this agreement is terminated in accordance with these terms.

3   GRANT OF LICENCE

Subject to payment of all fees by the Licensee, LimePoint grants Licensee and each End User a revocable, non-exclusive and non-transferable licence to:

(a) except where the Software is provided on a SaaS Basis, install the Software in the locations specified in the Order to enable the execution and processing of the Software; and

(b) use the Software in accordance with this agreement,

for the Term (the **Licence**) for the limited purpose of using the Software to design, deploy and manage technology platforms and environments specified in the Order.

4   PROVISION OF SOFTWARE

LimePoint will:

(a) provide you with access to the Software for the Term (including the provision of unique usernames and passwords for each End User, or the capability for the Licensee to do so in relation to its End Users);

(b) ensure that the Software performs substantially in accordance with the Documentation (including any service levels specified in the Documentation); and

(c) in the event that the Order specifies that LimePoint will provide a hosted solution, host the Software in accordance with the Documentation and, if applicable, within the jurisdiction specified in an Order.

LimePoint may subcontract delivery of its obligations under this agreement but remains responsible for any act or omission of any of its subcontractors. LimePoint will provide some third party products together with the Software. Those third party products are provided as is and are subject to the relevant third party terms, and LimePoint makes no warranties or representations (whether express or implied) in relation to such third party products.

5   DOCUMENTATION

LimePoint will provide you with access to the Documentation during the Term. You must not, without LimePoint's prior written consent, make any alteration to the Documentation or provide any Documentation to a person that is not an End User. You may make such copies of the Documentation as are necessary for your use of the Software in accordance with this agreement.

6   MAINTENANCE AND SUPPORT

Subject to the Licensee paying any applicable maintenance and support fees, LimePoint will provide:

(a) patches, updates and new releases for the Software that it makes generally available to licensees of the Software that are entitled to maintenance; and

(b) so long as you are an End User, you are entitled to access LimePoint's support services as set out in the Documentation.

If the Order states that LimePoint will provide a hosted solution, unless LimePoint has agreed otherwise with the Licensee, LimePoint will only run one current instance of the Software. If LimePoint has agreed to host a dedicated instance of the Software for the Licensee, LimePoint will supply maintenance and support to you in relation to the then current release of the Software and the previous release of the Software.

Despite the above, LimePoint is not required to make a new release that is a substantial revision of the Software or any additional functionality available to End Users and may require the payment of additional fees before doing so.

7   DISASTER RECOVERY

While LimePoint will use reasonable endeavours to develop and implement appropriate disaster recovery processes and procedures (including any specified in the Documentation) where LimePoint has agreed to provide a hosted solution, LimePoint cannot guarantee that it will be able to recover from any disaster or incident within a particular time (or at all) or that it will be able to restore your Client Data. You are responsible for regularly backing up your Client Data and implementing appropriate disaster recovery processes and procedures to avoid or mitigate the consequences on you as a result of a disaster or business interruption.

8   FEES

Unless specified otherwise in the Order, the Licensee must pay LimePoint the licence fees:

(a) monthly in advance in the case of Software provided on a SaaS Basis by allowing LimePoint to charge a credit card provided by the Licensee or direct debit an account under a direct debit authority provided by the Licensee in the manner determined by LimePoint from time to time (including via a subscription service such as ChargeBee); or

(b) in all other cases annually in advance, and any additional fees set out in the Order or this agreement, without deduction, within 30 days of receipt of an invoice.

In the event that the Licensee requests an increase in any licence limits set out in the Order for the balance of the then current Term (or LimePoint detects that any licence limits have been exceeded), LimePoint will issue an invoice to the Licensee for the additional licences required. The licence fees applicable to any additional licences will be set out in the Order or, if the fees are not set out in the Order, LimePoint's then current fees for the licences shall apply.

Unless otherwise agreed the licence fees are fixed for the Initial Term of this agreement and will then be LimePoint's then current licence fee for the Software for any Further Term. LimePoint agrees to provide the Licensee with notice of the licence fees applicable to any Further Term at least 45 days (or 10 days in the case of a monthly subscription on a SaaS Basis) prior to the expiry of the then current term, if LimePoint fails to do so, the licence fee for the Further Term will be the same as the licence fee for the then current term increased by an amount reasonably determined by LimePoint to reflect any changes in the Consumer Price Index (Weighted Average Eight Capital Cities) during that term.

If the Licensee disputes the whole, or any part of, an invoice, the Licensee will pay the undisputed portion on the due date. If it is subsequently resolved that the remainder is payable, the Licensee will pay that amount together with interest at the rate of 10% per annum calculated from the due date until the payment is made (capitalising monthly).

Without limiting any other rights it may have, LimePoint may suspend any licences granted under this agreement by written notice to Licensee or, to the extent LimePoint is able to, limit access of any End User to the Software until the Licensee has paid any fees due.

9   TAXES

Except as otherwise expressly stated in the Order, all fees payable under this agreement shall be exclusive of Tax, and you will pay any Tax at the same time as any related payments under clause 8 (or otherwise on demand by LimePoint).

Words and phrases defined in the GST Law have the same meaning in this clause. If GST is payable on a Taxable Supply made in connection with this agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive. No payment of any amount pursuant to this agreement is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient. Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

10   RESELLERS

(a)   LimePoint has arrangements with authorised resellers who facilitate the sale and implementation of the Software (**Resellers**). Resellers have no capacity to make any representations, give any warranties on behalf of, or otherwise bind or act on behalf of, LimePoint. If a Reseller gives opinions, representations or warranties in respect of the Software, they do so in their own capacity. LimePoint will only be bound by the Documentation provided by LimePoint in respect of the Software.

(b)   LimePoint will only be bound to the extent LimePoint has expressly confirmed a representation, warranty or undertaking in an Order. Any Order is a contract between LimePoint and Licensee and unless otherwise agreed by LimePoint in writing a Reseller is not a representative of LimePoint.

(c)   Licensee will only be deemed to have paid any amount to LimePoint under this agreement via a Reseller to the extent the Reseller pays that amount to LimePoint. Licensee acknowledges and agrees that LimePoint may pay Resellers commissions in relation to any Software.

11   YOUR OBLIGATIONS

(a)   You must:

(i)   only use the Software for the purpose for which it is intended, in accordance with the Documentation and any reasonable directions from LimePoint;

(ii)   not use the Software for any activity which is illegal, obscene, indecent, offensive or defamatory;

(iii)   not download, modify, copy, reproduce, republish, store, frame, upload, post, transmit, sell, lease, rent, sub-licence or disclose or distribute any part of the Software (or any content on it) in any way, except as otherwise expressly permitted under this agreement;

(iv)   not tamper with any copyright notice, trade mark or logo;

(v)   not re-engineer, create derivative works from, reverse engineer, disassemble, or decompile any part of the Software;

(vi)   not tamper with, knowingly hinder the operation of, or make unauthorised modifications to the Software;

(vii)   refrain from introducing any virus to or from the Software;

(viii)   refrain from changing any administration settings in any part of the Software;

(ix)   refrain from damaging or modifying any equipment provided by LimePoint;

(x)   refrain from using any part of the Software to send commercial electronic messages in breach of the Spam Act 2003 (Cth) or any equivalent law or regulation in any country in which the Software is used;

(xi)   keep all passwords, account names, tokens or log in identifications required to access the Software secure and confidential;

(xii)   refrain from uploading into the Software any material, or use the Software in any way which infringes the Intellectual Property Rights of any person or is unlawful or violates any law; and

(xiii)   provide LimePoint with access to your equipment, facilities, Software, documentation, premises or personnel as LimePoint may reasonably require to enable it to perform its obligations to you and audit your compliance with your obligations to LimePoint.

You agree to indemnify and hold harmless LimePoint and its related parties (as defined under the Corporations Act) and each of their officers, employees and subcontractors, from any losses, costs, expenses or claims to the extent that they are caused, or contributed to, by a breach of this agreement by you and, in the case of the Licensee, any End User.

12   SECURITY

While LimePoint will use reasonable endeavours to develop and implement appropriate security processes and procedures (including any specified in the Documentation), you acknowledge and agree that the internet and Software of this nature are inherently vulnerable, and you acknowledge and agree that:

(a)   LimePoint does not guarantee or provide any warranties or representations regarding the security of the Software and communications to and from the Software over the internet or a network that other parties have access to;

(b)   that you are responsible for taking reasonable security steps including without limitation keeping your login and password secure, not leaving any terminal with access to the Software unattended and ensuring that you are using the most up-to-date virus protection and security software; and

(c)   you must notify LimePoint immediately if you become aware of any security breach in relation to the Software.

13   INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all Intellectual Property Rights in the Software are retained by LimePoint. You acknowledge that nothing in this agreement transfers or assigns to you any of LimePoint's Intellectual Property Rights and your right to use and access LimePoint's Intellectual Property Rights are limited to the operation and the use of the Software in accordance with this agreement. You agree that your use of such Intellectual Property Rights and any goodwill established thereby shall inure to the exclusive benefit of LimePoint.

Without prejudice to your obligations under clause 11, you agree that any development of the Software (including any developments suggested or contributed to by you) are the property of LimePoint and you assign any present or future Intellectual Property Rights that you might have in relation to those developments to LimePoint and waive any Moral Rights that you may have in relation to those developments (or to the extent those rights cannot be waived, you consent to LimePoint's use of the developments in any manner that may otherwise infringe any Moral Rights you have in relation to those developments).

14   INTELLECTUAL PROPERTY INDEMNITY

(a)   LimePoint will:

(i)   defend or, at its option, settle any demand, claim, action, suit or proceeding brought against Licensee or any End User (the "**Indemnified Parties**") alleging that any part of the Software (the "**Infringing Items**") infringes a patent, or any copyright, trade secret or other third party Intellectual Property Rights (**IP Claim**); and

(ii)   pay any damages finally awarded against the Indemnified Party or payable by the Indemnified Party under a settlement approved by LimePoint.

(b)   LimePoint may (at its option) modify or replace any Infringing Items to ensure they are no longer "Infringing Items" (so long as those items have substantially the same functionality) or procure the rights for the Indemnified Parties to use the Infringing Items. If either of those options are not commercially viable for LimePoint, then if requested by LimePoint, the Licensee must cease using and return the Infringing Items to LimePoint and LimePoint will repay any relevant fees referable to the unexpired Term of the Order.

(c)   The indemnity in this clause 14 will not apply:

(i)   where the Indemnified Parties have failed to provide prompt notice to LimePoint of the IP Claim;

(ii)   to the extent the Indemnified Party has admitted liability or otherwise compromised LimePoint's ability to defend the IP Claim;

(iii) to the extent that the Indemnified Party does not provide LimePoint with control of any defence or settlement negotiations;

(iv) to the extent the IP Claim is caused or contributed to by the use of the Software in breach of this agreement, in a manner not contemplated in the Documentation or in combination with another product or software;

(v) to any modification of the Software by a party other than LimePoint; or

(vi) if the IP Claim would have been avoided if the Indemnified Party had used a more recent version of the Software that was not infringing.

(d) Licensee agrees to provide any reasonable assistance requested by LimePoint in defending an IP Claim.

(e) This clause 14 sets out the sole remedy of the Indemnified Parties in connection with any IP Claim. The Licensee agrees to ensure that each Indemnified Party complies with this clause 14.

15 CLIENT DATA

LimePoint acknowledges that Client Data remains the property of the Licensee. LimePoint will provide you with the ability to upload, access and download your Client Data, and will manage your Client Data, in substantially the manner set out in the Documentation.

LimePoint is not liable to you for any unauthorised access to your Client Data (other than by any LimePoint personnel) nor for any loss or corruption of your Client Data or the costs of recreating or repairing your Client Data. You should make regular backup copies of your Client Data.

Where LimePoint has agreed to provide a hosted solution, for a period of 30 days after expiry of the Term, you (or an End User on behalf of all End Users of a Licensee) will have limited access to the Software to download your Client Data. After that time LimePoint may permanently delete your Client Data. However if LimePoint has provided the Software to you on a SaaS Basis, your access to the Software will cease immediately after termination or expiry and you will have to reinstate your subscription within 45 days (with effect from the termination or expiry) in order to access your Client Data (All Client Data is automatically deleted 45 days after termination or expiry).

LimePoint may charge its standard hourly rates for any assistance you require to extract your Client Data (except where you have terminated this agreement due to a default by LimePoint) or if it is compelled by law to provide copies of your data or evidence regarding your use of the Software to a third party regarding any proceedings or investigations to which you are a party or subject to.

Unless specifically agreed otherwise, where LimePoint has agreed to provide a hosted solution, your Client Data may be hosted on shared infrastructure and, while it will be logically separated in the manner contemplated by the Documentation, it may not be physically separated from the data of third parties.

16 REPRESENTATIONS AND WARRANTIES

LimePoint represents and warrants that the Software will perform substantially in accordance with the Documentation. Except as set out above, the Software is provided as is and you are responsible for ensuring that the Software is suitable and meets your needs. You are also responsible for appropriately testing the outputs from any use of the Software.

Except as otherwise expressly provided in this agreement, all other warranties, representations, promises, conditions or statements regarding the Software and any services (including without limitation the functionality or performance of the Software), whether express or implied, and whether statutory or otherwise are to the full extent permitted by law expressly excluded.

17 LIMITATION OF LIABILITY

(a) To the fullest extent permitted by law, LimePoint shall not be liable under contract, tort (including negligence) or otherwise, for any indirect, consequential, incidental, punitive or consequential losses, or any loss of revenue, profits, contracts business or anticipated savings; or any loss of data, as a result of or in connection with this agreement, the Software or any services specified in the Order, even if LimePoint has been advised of the possibility of such losses.

(b) To the fullest extent permitted by law, LimePoint's total aggregate liability to the Licensee and End Users (whether under contract, tort or otherwise) shall not exceed: (i) in the case of software provided on a SaaS Basis, the licence fee paid by the Licensee under this agreement in respect of the month in which the relevant cause of action arose; or (ii) in all other cases, the licence fee paid by the Licensee under this agreement in the 12 months immediately preceding the relevant cause of action.

(c) The limitations in clauses 17(a) and (b) above will apply to all claims against LimePoint in aggregate by Licensee or any End User and Licensee indemnifies LimePoint in relation to any claim by an End User or any other person related to it in excess of the limitations above.

(d) Without limiting clauses 17(a) or 17(b), LimePoint's total liability and your sole remedy in relation to any Software or services specified in the Order that are in breach of this agreement (or a statutory guarantee or warranty that cannot be excluded), will be limited to, at the option of LimePoint, refunding the fees relating to the defective supply, rectifying any defects in the Software or service or resupplying the defective Software or service.

18 FORCE MAJEURE EVENTS

Non performance by either party of its respective obligations under this agreement will be excused during the time and to the extent that performance is prevented, wholly or in part, by a Force Majeure Event.

If a Force Majeure Event affecting a party prevents that party ('Precluded Party') partially or wholly from complying with its obligations under this agreement, then as soon as reasonably possible after the Force Majeure Event arises, the Precluded Party:

(a) must notify the other party of the Force Majeure Event, specifying the cause and the extent to which it is unable to perform its obligations under this agreement and the likely duration of such non-performance;

(b) take all reasonable steps to remedy or mitigate the effects of the Force Majeure Event; and

(c) keep the other party informed, both at reasonable intervals and upon request of the likely duration of the Force Majeure Event, the action taken or proposed to be taken by the Precluded Party, the cessation of the Force Majeure Event or the successful mitigation or minimisation of the effects of the Force Majeure Event and any other matter the other party may reasonably request in respect of the Force Majeure Event.

19 DISPUTE RESOLUTION

If a dispute arises between LimePoint and you in relation to this agreement, either party may by notice to the other party specifying reasonable details of the dispute ("**Dispute Notice**"), refer the dispute for resolution in accordance with this clause. If a Dispute Notice is given under this clause, the parties must promptly meet and engage in good faith discussions with the bona fide objective of resolving the dispute by agreement. If after a period of 10 Business Days (or such other period as may be agreed) from the date on which a Dispute Notice is delivered to a party, the parties have not been able to resolve the dispute, either of them may then (but no earlier), by notice, escalate the dispute to a meeting of the senior executives of the Licensee and LimePoint. If after a period of 10 Business Days (or such other period as may be agreed) from the date on which such a meeting of senior executives took place, the party's delegates have not been able to resolve the dispute, either party may pursue any remedy available at law. Neither LimePoint nor you may commence legal proceedings (other than for urgent interlocutory relief) in relation to any dispute unless the dispute resolution procedures set out in this clause have been followed. Only the Licensee is entitled to manage any dispute or take any action against LimePoint on behalf of any End User in connection with the Software and this agreement.

20 TERMINATION AND EXPIRY

(a) Licensee may terminate this agreement by written notice to LimePoint, if LimePoint materially breaches this agreement and fails to rectify that breach within 30 Business Days of

receiving a written notice to rectify the breach (or such longer reasonable period having regard to the nature of the breach) or if LimePoint becomes subject to an Insolvency Event.

(b) LimePoint may terminate this agreement or suspend your access (or the access of any other End User) by written notice to you if:

    (i) an End User breaches a material obligation under this agreement and fails to rectify that breach within 10 Business Days of receiving a written notice from LimePoint;

    (ii) if the Licensee fails to pay any amount due to LimePoint under this agreement or in connection with any services relating to the Software;

    (iii) you or the Licensee is subject to an Insolvency Event;

    (iv) an End User breaches clauses 11(a)(ii) to 11(a)(v), 11(a)(viii) or 11(a)(xii).

(c) Where this agreement is terminated for LimePoint's breach, the Licensee may recover a pro-rata proportion of any prepaid fees relating to the unexpired term. In all other cases, LimePoint is entitled to retain any prepaid fees.

(d) On termination or expiry:

    (i) unless stated otherwise in the Order, the Licensee must pay any outstanding amounts owing to LimePoint including, except in the case of termination by the Licensee for LimePoint's breach, any fees referable to the balance of the then current Term;

    (ii) subject to your right to access Client Data after the Term under clause 15, you must cease using the Software and destroy or return all copies of the Software, Documentation or LimePoint's Confidential Information on your systems or under your control; and

    (iii) if requested by the Licensee, LimePoint will permanently delete your Client Data.

(e) Any termination of this agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of this agreement which is expressly or by implication intended to continue in force after such termination, including clauses 1, 13, 14, 15, 16, 17, 19, 20, 21, 23, 24 and 25.

21 CONFIDENTIALITY

A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information. A party will not be in breach of this clause in circumstances where it is legally compelled (but not by contract) to disclose the other party's Confidential Information.

Notwithstanding any other provision of this clause, a party may disclose the terms of this agreement (other than Confidential Information of a technical nature and Client Data) to its employees, related companies, solicitors, auditors, insurers and accountants provided that they give an undertaking to abide by the terms of confidentiality imposed on the parties by this agreement.

Each party acknowledges that damages alone are unlikely to be an adequate remedy in respect of any breach of that party's obligations under this clause. Accordingly, in addition to other remedies that may be available, a Discloser may seek urgent interlocutory relief to protect its rights and interest in its Confidential Information against any actual or potential breach of this clause by the Recipient, without proof of actual damages, in addition to any other remedy to which the Discloser would be entitled.

You agree that LimePoint may make reasonable reference to the fact that LimePoint has (or does) provide services to you (including reasonable use of your trade mark) in its marketing materials.

22 PRIVACY

LimePoint agrees to treat any personal information in accordance with its privacy policy available at https://www.limepoint.com/privacy. The Licensee consents (and warrants and undertakes that it has obtained the required consent from each other End-User) to the collection, storage, processing, transfer and use of any personal information of the

End-Users by LimePoint in accordance with its privacy policy. Where any Client Data submitted by you includes the personal information of any other person, you are responsible for ensuring that they have provided any consents required to enable LimePoint to collect, use, process, transfer and store that information in accordance with its privacy policy.

23 NOTICES

A notice required or permitted to be given by one party to another under this agreement must be in writing and is treated as being duly given if it is delivered or sent by pre-paid mail to that other party's address as specified in this agreement or notified in writing from time to time. LimePoint's current details are Notices, LIMEPOINT, Level 14, 357 Collins Street, Melbourne, VIC 3000. Any notice to you is effective if given to the Licensee. A notice given to a party in accordance with clause is treated as having been received when delivered (in the case of it being left at that party's address via hand delivery or courier) and on the third Business Day after posting (in the case of it being sent by pre-paid mail).

24 MISCELLANEOUS

(a) This agreement may only be varied in writing, signed by each party to this agreement.

(b) A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

(c) This agreement constitutes the entire agreement between the parties in relation to the matters dealt with. No party can otherwise rely on an earlier document or anything said or done by or on behalf of another party before this agreement was executed.

(d) Solely to the extent that any provision (in whole or in part) in this agreement is found by a court of competent jurisdiction to be invalid or unenforceable is to be read down, if possible, to, such provision (or part of the provision provision) is to be read down if possible to give effect to the intent of the provision, or if that is not possible such provision (or part of the provision), shall be severed, without affecting the validity of the remainder of this agreement or the enforceability of that provision in any other jurisdiction.

(e) Neither party may assign or transfer any of its rights or obligations under this agreement without the prior consent in writing of the other party (such consent not to be unreasonably withheld or delayed). However, LimePoint may assign its rights and obligations under this agreement to an affiliate or a purchaser of substantially all of its business relating to the Software, without your prior written consent.

(f) This agreement is governed by the law in force in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria and any Courts which may hear appeals from those courts.

(g) This agreement shall be binding on the executors, administrators, successors, substitutes and permitted assigns of each of the parties.

(h) Where a term of this agreement has the effect of requiring anything be done on or by a day which is not a Business Day, it must be interpreted as if it required it to be done on or by the next Business Day.

(i) A provision or any part of a provision in this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this agreement and/or the inclusion of the provision or part of the provision.

(j) Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transactions contemplated by it.

(k) Where this agreement contemplates that a party may agree or consent to something (however it is described), that party may agree or consent, or not agree or consent, in its absolute discretion and agree or consent subject to

conditions, unless this agreement expressly contemplates otherwise.

25 NO THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights to enforce any term of this agreement. An End User who is not the Licensee shall not have the right to enforce the terms of this agreement against LimePoint. The Licensee shall be responsible and liable for all actions and/or omissions of all End Users as if such actions and/or omissions were committed by the Licensee.