1 About these Terms of Service

1.1. These Terms of Service (**Terms of Service**) apply to Software and Services supplied by **ReadyTech Group** companies (each, a **Company**), where these Terms of Service are incorporated into contracts entered into by them with their customers (each, a **Customer**). Each such contract is referred to in these Terms of Service as an **Agreement**. An Agreement comprises of:
(a) these Terms of Service;
(b) the **DPA**;
(c) the **SLA**;
(d) the **AUP**; and
(e) the applicable Accepted Order(s) (including any addendums or annexures attached to an Accepted Order by the Company).

1.2. To the extent of any inconsistency between the documents listed in clause 1.1(a) - (e), the document listed first will prevail.

1.3. By executing a Proposal, Purchase Order or Commercial Details Schedule, the Customer will be deemed to have agreed to these Terms of Service and the other terms and conditions of the Agreement.

2 Implementation and setup of the Software for the Customer

2.1. The Agreement will commence on the **Commencement Date** and will continue until the **Access Date**.

2.2. The Company will use reasonable endeavours to implement and setup an instance of the Software for the Customer by the Access Date (the **Implementation Services**). Completion of the Implementation Services will occur when End Users are able to access the Software. If the Company does not complete the Implementation Services by the Access Date, without limiting any other rights or remedies available to the Company, the Company may vary the Access Date by a period agreed between the Company and the Customer, or failing such agreement:
(a) where the Implementation Services were not completed by the Access Date due to a matter that is within the Company's reasonable control, the Company may: (i) extend the Access Date one or more times (by no more than 20 Business Days); and/or (ii) terminate the Agreement without liability to the Customer provided that the Company refunds the Fees paid by the Customer to the Company under the Agreement ; and
(b) where the Implementation Services were not completed by the Access Date due to a matter that is not within the Company's reasonable control, the Company may: (i) extend the Access Date one or more times; and/or (ii) terminate the Agreement (but only after giving the Customer a reasonable opportunity to ensure that the matter is resolved so that the Implementation Services can be completed without further delay).

2.3. The Customer must provide all necessary:
(a) cooperation, permissions, authorisations, assistance and consents; and
(b) access to such information, Personnel, templates, servers, networks, data, content, facilities, documentation, records, equipment, resources, records, systems and premises,
reasonably required by the Company in order for it to perform the Implementation Services.

2.4. The Customer must pay any direct costs that are expressly set out in the Accepted Order and incurred by the Company as a result of any delay in the completion of the Implementation Services caused directly or indirectly by the Customer or its Personnel within 14 days of the Company's request.

3 End User access to the Software during the Initial Subscription Period and thereafter

3.1. Subject to completion of the Implementation Services, the Agreement will continue after the Access Date for the Initial Subscription Period.

3.2. From the Access Date, subject to clause 3.1, the Customer's payment of all Fees in accordance with the Payment Terms and its compliance with the Agreement, the Company grants to the Customer the non-exclusive, non-sublicensable, revocable and non-transferable right for each of its End Users to access the Software on a software-as-a-service basis for the purposes described in the Documentation for the Initial Subscription Period.

3.3. Any reference made in any Documentation and/or Company materials to the Software being licensed is a reference to it being made available on a software-as-a-service basis in accordance with clause 3.2. No licence is granted to any person under the Agreement with respect to the Software and for the avoidance of doubt, no licence is granted to the Customer or any End User to receive or use a copy of the Software.

3.4. Upon expiry of the Initial Subscription Period or any Renewal Period, the Agreement (including the right granted to the Customer under clause 3.2 for its End Users to access the Software) will automatically extend:
(a) for the period set out in a current Subscription Renewal Purchase Order (if applicable); or
(b) in the absence of a current Subscription Renewal Purchase Order, for subsequent 12 month consecutive periods,
(each, a **Renewal Period**), until and unless either party notifies the other party in writing that it wishes to terminate the Agreement at least 30 days prior to the expiry of the Initial Subscription Period or the then current Renewal Period (as applicable) (time being of the essence), in which case if such notice is provided, the Agreement will terminate at the end of the Initial Subscription Period or then current Renewal Period (as applicable).

4 End User Accounts

4.1. Only End Users may access the Software.

4.2. The maximum number of End User Accounts that will be available to the Customer during the Term for use by End Users will be specified in the initial Accepted Order (**Provisioned Accounts**). If during the Term the Customer wishes to increase the number of Provisioned Accounts at any time or from time to time, the Customer must either by written notice to the Company or through an online ordering process that the Company makes available, order or activate the additional number of End User Accounts that it requires (**Additional Accounts**) (**Additional User Provisioning Request**).

4.3. After the submission of an Additional User Provisioning Request, the number of Provisioned Accounts will be deemed to have been increased by the number of Additional Accounts. The Customer must not use, or permit the use of, any account in the Software, that is not a Provisioned Account.

4.4. The Customer must pay a Fee for all Provisioned Accounts (including any Additional Accounts) in accordance with the Payment Terms.

4.5. The Fee payable for Additional Accounts shall be calculated in accordance with the Company's price list then in effect at the time of the Additional User Provisioning Request on a pro-rated basis having regard to the number of days remaining in the then current Initial Subscription Period or Renewal Period.

4.6. If the Customer wishes to decrease the number of Provisioned Accounts at any time, it must provide the Company with a written notice that is received by the Company at least 20 Business Days prior to the expiry of the Initial Subscription Period or then current Renewal Period (as applicable) (time being of the essence) that specifies the decreased number of Provisioned Accounts required by the Customer in the next Renewal Period (**Decreased User Provisioning Request**) and in such circumstances the number of Provisioned Accounts will be the number specified in the Decreased User Provisioning Request from the commencement of the next Renewal Period. For the avoidance of doubt, no reduction in the Fees or refunds thereof will be given to the Customer with respect to the Initial

Subscription Period or any then current Renewal Period in which the Decreased User Provisioning Request is provided by the Customer to the Company. In the absence of a Decreased User Provisioning Request, the number of Provisioned Accounts will continue to be provisioned by the Company after the expiry of a Renewal Period for each subsequent Renewal Period.

4.7. The Customer must pay the Fees for each of the Provisioned Accounts in accordance with the Payment Terms, irrespective of whether Provisioned Accounts are accessed or used by its End Users.

4.8. Except as otherwise set out in an Accepted Order, End User Accounts:
(a) cannot be shared or used by more than one person; and
(b) cannot be used by any person who is an employee, officer or agent of a third party that competes with any business of the ReadyTech Group.

4.9. End User Accounts are subject to the restrictions in clause 4.8 and any other restrictions on the number of End Users or types of End Users set out in an Accepted Order. The Customer must manage its End Users to ensure that all such restrictions are complied with. The Customer's breach of clause 4.8(b) will constitute a material irremediable breach of the Agreement.

5 Performance and availability of the Software

5.1. The Company warrants that the Software will perform materially in accordance with the Documentation from the Access Date, subject to clauses 5.2, 5.3 and 6.

5.2. The Company undertakes to use reasonable endeavours to host or procure the hosting of the Software during the Term in accordance with the Availability Target set out in the SLA.

5.3. The Company does not warrant that the Software is suitable for or will meet the Customer's requirements unless that warranty is expressly specified in an Accepted Order.

6 Support Services

6.1. The Company will provide Support Services to the Customer in accordance with the SLA, if Support Services are specified in an Accepted Order. If Support Services are not so specified, the Company will have no obligation to perform Support Services or to provide any other technical support in connection with the Software.

6.2. Unless otherwise agreed in writing by the Company, all Support Services and other Services will be performed remotely and nothing in the Agreement will require the Company to attend the Customer's premises.

7 Software Development Services

7.1. The Company has no obligation to provide any software development services under the Agreement unless an Accepted Order specifies that the Company will develop software (**Software Development Services**).

7.2. As between the Company and the Customer, the Company owns all Intellectual Property Rights in all software that it or its Personnel develops in the course of the provision of the Software Development Services. To the extent that the Company does not automatically own all Intellectual Property Rights in any such software, the Customer hereby assigns its Intellectual Property Rights in all developed software to the Company. The assignment pursuant to this clause 7.2 includes an assignment of future copyright pursuant to section 197 of the *Copyright Act 1968* (Cth) and in equity.

7.3. Any software developed by the Company or its Personnel in the course of providing Software Development Services shall be deemed to form part of the Software for the purposes of the Agreement, except as may be otherwise agreed by the Company and the Customer in writing.

8 Other Professional Services

8.1. The Company may agree to provide professional services such as consulting, training or data migration services under the Agreement, if and where set out in an Accepted Order.

9 Customer Obligations

9.1. The Customer is responsible for all and any acts and omissions of its Personnel and End Users, as if they were the acts and omissions of the Customer.

9.2. The Customer may not use or permit any End User to access and/or use the Software except as expressly permitted under clause 3.2 and may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Company's Intellectual Property Rights. Without limiting the foregoing provisions, the Customer agrees and acknowledges that except with the Company's prior written consent, the

Customer must not, and must not permit any person or entity to:
(a) use the Software who is not an End User;
(b) license, sublicense, resell, assign, transfer, distribute, or provide others with access to, the Software;
(c) "frame", "mirror" or serve the Software on any web server or other computer server over the Internet or any other network;
(d) copy, alter, modify, create derivative works from, reproduce, resell, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Software;
(e) store, transmit or distribute any virus or content or other material using the Software that is unlawful, harmful, threatening, defamatory, infringing, offensive or in breach of any person's rights;
(f) use the Software in any way which is in breach of any right of any person or any Applicable Law;
(g) use the Software or any part of it (or allow it or any part thereof to be used) (including any component of any graphical user interface or the look and feel of the Software) for the purpose of developing, or contributing to the development of, any software competitive with the Software by the Customer or any third party; or
(h) alter, remove or tamper with any trade marks, any patent or copyright notices, or any confidentiality legend or notice, or any numbers, or other means of identification, used on or in relation to the Software.

9.3. The Customer must not, and must use reasonable endeavours to ensure that its Personnel and End Users do not, breach the AUP.

9.4. The Company may terminate and/or suspend one or more End User Accounts and their access to the Software, where End Users:
(a) repeatedly infringe the AUP; or
(b) commit a material breach of the AUP.

9.5. The Company may at any time modify any End User settings and/or configure the Software, to prevent an actual or suspected breach of the AUP by End Users.

9.6. The Customer must ensure that its End Users do not share their login credentials for the Software with any other person and that only one (1) named End User accesses the End User Account set up for them.

9.7. The Customer must notify the Company immediately if it becomes aware of, or suspects, any unauthorised use of any End User credentials.

9.8. The Customer acknowledges that the integrity of the Software is protected by technical protection measures to prevent Intellectual Property Rights, including copyright, in the Software from being misappropriated (**TPM**s). The Customer must not attempt and ensure that its End Users do not attempt, to remove or circumvent any TPM in the Software.

9.9. The Customer must comply with, and ensure that its End Users comply with, any security procedures, policies and standards that the Company notifies the Customer of from time to time with respect to its End Users' use of the Software.

9.10. The Customer must indemnify the Company in respect of all and any loss and damage that the Company may suffer as a result of the Customer's breach of this clause 9.

10 Maintenance Releases and New Versions of the Services

10.1. The Company may from time to time provide End Users with access to any version of the Software which is marketed by the Company as a new version (each, a **New Version**).

10.2. During the Term, the Company may release updates of the Software that are designed solely to correct faults in the Software (each a **Maintenance Release**), but which do not constitute a New Version. The Company will not charge the Customer any fee to provide End Users with access to any Maintenance Release. The Company will make Maintenance Releases available by automatically updating the instance of the Software that the Company makes available to the Customer's End Users.

10.3. Upon a New Version or Maintenance Release becoming accessible to any End User, it will be deemed to form part of the Software for the purposes of the Agreement.

11 Fees and Payment Terms

11.1. The Customer must pay the Fees to the Company in accordance with the Payment Terms.

11.2. The Fees are exclusive of all taxes (including GST) and the Customer agrees to pay to the Company all taxes that the

Company incurs in connection with the Agreement. The Customer must pay all such taxes at the same time as the Fees in accordance with the Payment Terms.

11.3. The Company may increase the Fees:
(a) On or after each anniversary of the Commencement Date by the greater of the Consumer Price Index and 3% per annum; or
(b) as otherwise agreed in writing by the parties.

11.4. If the Customer fails to pay any Fees in accordance with the Payment Terms, then, without limiting any other rights and remedies of the Company:
(a) the Customer shall pay interest on the overdue amount at the Default Rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the Customer shall pay the interest together with the overdue amount upon demand by the Company; and/or
(b) the Company may, without liability to the Customer, suspend one or more End Users Accounts and/or Services until the overdue Fees are paid in full.

12   End User Data
12.1. The Customer acknowledges that the information (in any form, including reports) generated from the Software (**Output**) is reliant on and formulated from, among other things, information that End Users enter into the Software (**End User Data**).

12.2. The Customer must not and will not rely on any Output as its sole source in making any decisions or compliance with Applicable Laws.

12.3. In respect of End User Data:
(a) the Customer may request a copy of the End User Data at any time during the Term and at any time until expiry of the three (3) month period following termination of the Agreement;
(b) the Company will provide the Customer with a copy of its End User Data within fourteen (14) days of a request made under clause 12.3(a) for a fee calculated by the Company which will not exceed $1,000;
(c) after the expiry of the 3-month period following the termination of the Agreement, the Company may delete or de-identify all End User Data remaining in its possession or control in accordance with Applicable Law.

13   Responsibility for End User Data
13.1. The Customer must ensure that:
(a) all End Users are entitled and authorised to upload, input, transfer and disclose End User Data to the Company;
(b) the collection, use, disclosure and processing of End User Data by the Company or its Personnel does not breach any Applicable Law or any person's rights;

13.2. The Company will take reasonable steps to protect End User Data transmitted, stored or otherwise processed by the Company from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access by implementing security measures set out in the Privacy Policy, and where applicable the DPA.

13.3. The Company will not use or process End User Data other than to setup, host and provide support with respect to the Software, and for other purposes set out in the Privacy Policy, and where applicable, the DPA.

13.4. The Company will follow its data backup, archiving and disaster recovery processes for End User Data hosted by the Company but to the extent permissible by Applicable Law, it is not liable for loss, destruction, alteration or unauthorised disclosure of End User Data.

13.5. In the event of any loss, corruption or damage to End User Data, the Customer's sole and exclusive remedy (in addition to any remedies that it may have that may not be contracted out of under Applicable Law) shall be to request that the Company uses reasonable endeavours to restore the lost, corrupted or damaged part of the End User Data from the latest back-up that it or its suppliers maintain.

13.6. As between the Company and the Customer, the Customer is solely responsible for the accuracy, legality and quality of End User Data and for obtaining any permissions, licences, rights and authorisations necessary for the Company and its suppliers to use, host, hold, transmit, store, process and disclose End User Data in connection with the Agreement. The Customer hereby grants the Company a non-transferable, non-sublicensable and terminable licence to use End User Data in so far as is necessary for the Company to comply with its obligations under the Agreement and under Applicable Law.

13.7. The Customer must indemnify the Company in respect of any loss and damage that it incurs as a result of any third party claim that the transmission, storage, hosting, disclosure, processing, access or use of End User Data by the Company for the purposes of the Agreement, or access to or use of End User Data by any End User infringes the Intellectual Property Rights or other rights of any person or breaches any Applicable Law.

14   Intellectual Property Rights
14.1. Nothing in the Agreement constitutes or creates an assignment of any Intellectual Property Rights.

14.2. As between the Company and the Customer, the Company owns all Intellectual Property Rights in the Software (including any Source Code and Object Code, databases and database structures incorporated into the Software), all content made available in or via the Software, the Documentation, any software developed during the provision of Software Development Services, Maintenance Releases, the Output (except to the extent that it comprises of End User Data) and New Releases and other modifications of the Software (**the Company's Intellectual Property Rights**) and the Customer must not represent that it owns the Company's Intellectual Property Rights (or any part thereof).

14.3. The Customer must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute the Company's Intellectual Property Rights and the Customer may not do or authorise the commission of any act that would or might invalidate or be inconsistent with the Company's ownership of the Company's Intellectual Property Rights.

14.4. The Customer hereby assigns to the Company all and any Intellectual Property Rights in all and any comments in connection with the Software and Services and all and any Intellectual Property Rights in all and any requests for new features, that the Customer and/or its employees may make or suggest regarding the Software and Services (each, **an Improvement Suggestion**). Each such comment and Improvement Suggestion becomes the Company's sole and exclusive property. This assignment is effective as soon as the Customer or its employees make the comment or disclose the Improvement Suggestion to the Company including where applicable under section 197 of the *Copyright Act 1968* (Cth) and in equity. The Customer must procure from its employees an irrevocable and freely given written consent from each of them to the infringement of any Moral Rights that any of them may have in any such Improvement Suggestions by the Company and by any third parties who the Company authorises to operate or modify the Software and/or Services.

14.5. The Customer must not, and must ensure that it, its Personnel and/or End Users do not:
(a) use any of the Company's and/or the Company's suppliers' trademarks, domain names, business names, company names, product names, service names, Software names or other marks (collectively, **Marks**) except as provided for in the Agreement; or
(b) contest any Mark, apply for registration of any Mark or use or apply for registration of any trade mark, trade name, business name, company name or domain name which is or incorporates any element that is confusingly similar to any Mark.

14.6. The Customer has no rights in respect of any Marks or their associated goodwill. All such rights and goodwill inure for the benefit of, and are (and will remain) vested in, the Company or its licensors.

15   IP Claims
15.1. The Company will indemnify the Customer against loss or damage, arising out of or in any way in connection with any claim brought by any third party against the Customer in respect of any infringement of that third party's Intellectual Property Rights by the Customer's End Users' use of the Software in accordance with the Agreement (**IP Claim**), provided that:
(a) the Customer notifies the Company immediately upon the earlier of its receipt of any notice of any IP Claim or upon the Customer suspecting or having reasonable cause to suspect that such an IP Claim may be made;

(b) the Customer does not make any admission or settlement of the IP Claim without the Company's prior written consent;

(c) the Customer gives the Company sole control of the defence and any negotiations for compromise; and

(d) the Customer provides such assistance in connection with the IP Claim at the Company's expense, as it reasonably requires.

15.2. If the Software becomes the subject of any IP Claim referred to in clause 15.1, the Customer must permit the Company if, and as the Company considers appropriate:

(a) to replace all or part of the Software with functionally equivalent software;

(b) to modify the Software and/or Services as necessary to avoid such claim; and/or

(c) to procure a licence from the relevant complainant to allow End Users to continue using the Software during the Term.

15.3. If in the above circumstances the Company is unable to procure for the Customer the right to continue using the Software or to provide the Customer with functionally equivalent non-infringing software, or to modify the Software and/or Services, as necessary to avoid the IP Claim, either party may terminate the Agreement.

15.4. The Company shall have no liability for any IP Claim that is caused by or arises out of:

(a) End Users' use or misuse of the Software and/or Services in combination with software or hardware not supplied or approved in writing by the Company if such infringement could have been avoided by not combining, operating or using the Software and/or Services with such software and/or hardware;

(b) the use of any End User Data;

(c) the Customer's use of the Software knowingly in breach of any person's rights;

(d) the Customer's breach of the Agreement; or

(e) an End User's breach of the AUP.

16 Confidentiality

16.1. Neither the Customer or the Company may at any time without the other's prior written consent, use or disclose any Confidential Information of the other party, other than to exercise its rights or perform its obligations under the Agreement or to comply with Applicable Law.

16.2. Clause 16.1 does not apply to information:

(a) that is independently developed, obtained or known by a party, without any obligation of confidence to the other party;

(b) that the recipient of the information can prove was already known to it at the time of disclosure;

(c) that is in the public domain, except where due to a breach of the Agreement or any breach of any obligation of confidence; or

(d) that a party must disclose under the rules of any stock exchange on which it or its holding company is listed.

16.3. End User Data is Confidential Information of the Customer.

16.4. The ReadyTech Group may use the Customer's name, logo and a general description of the Software used by the Customer's End Users and Services delivered to the Customer, in any marketing material or websites of the ReadyTech Group.

17 Liability

17.1. Any use of the Software, Services and/or any Output does not constitute and is not the Company's, financial, legal or other advice. The Customer must obtain all appropriate professional, financial, legal and other advice as applicable before relying on any Output and the Customer will not represent (either explicitly or by implication) that any Output is the Company's advice.

17.2. If the Software is used by the Customer to administer its compliance or legal obligations, as between the Company and it, the Customer is solely responsible for its compliance with its legal, regulatory and other obligations and the Customer must not bring any claim against the Company relating to any reliance that it may have placed on the Software to comply with any such obligations. Without limiting the foregoing provisions:

(a) the Customer must not rely on any Output without independently verifying the validity and accuracy thereof; and

(b) the Customer must not bring any claim against the Company as a result of the Software not delivering the correct information, delivering information at the wrong time, or making incorrect, sub-optimal, unreliable, inefficient or unacceptable decisions or recommendations.

17.3. Neither party is liable to the other party for any loss of profits, loss of business opportunity, loss of revenue, loss of savings or loss of data and whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.

17.4. A party shall not be liable for any non-performance of its obligations under the Agreement where caused by the other party's acts or omissions or by the Personnel or End Users of the other party.

17.5. The Company's liability (whether or not pursuant to an indemnity or other provision hereof) for any loss or damage that the Customer incurs that is caused by the Company in one or more events, that is not otherwise excluded by the provisions of the Agreement, is limited, in the aggregate, to the value of the Fees paid by the Customer to the Company for the 12 month period prior to the last event that caused loss or damage. For the purposes of this clause, the Company's liability will be calculated on a pro rata basis where no Fees were payable during the 12 month period but were paid prior thereto.

17.6. To the extent that the Company may not as a matter of Applicable Law exclude any condition, guarantee or warranty, the scope and duration of such condition, guarantee or warranty shall be the minimum permitted under such law and the Company limits its liability for breach of any such condition, guarantee or warranty as follows, at its option:

(a) in the case of goods, to: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of such goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (v) the payment of the cost of having the goods repaired; and

(b) in the case of services, to: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

17.7. This clause 17 does not:

(a) limit the Customer's liability with respect to any indemnity specified in the Agreement;

(b) apply with respect to any liability that cannot be excluded by Applicable Law; or

(c) apply with respect to any wilful breach of the Agreement.

17.8. Either party may obtain urgent interlocutory relief from a court of competent jurisdiction to prevent any actual or potential breach of the Agreement.

18 Insurance

18.1. The Company will, at its own cost and expense, obtain and maintain during the Term, the following insurances:

(a) public liability and products liability insurance in the sum of twenty million dollars ($20,000,000); and

(b) cyber liability insurance in the amount of five million dollars ($5,000,000).

19 Suspension and Termination

19.1. A party may terminate the Agreement by written notice to the other party (**the defaulting party**) if the defaulting party commits a breach of the Agreement which is not remediable, or where the breach is capable of remedy the defaulting party fails to remedy the breach within fourteen (14) days of written notice from the other party requiring the breach to be remedied.

19.2. Either party may terminate the Agreement by written notice to the other party if the other party suffers an Insolvency Event.

19.3. The Company may terminate the Agreement if the Customer undergoes a change of Control that is not approved by the Company.

19.4. If the Agreement is terminated for any reason:

(a) the Customer shall, promptly return or destroy, at the Company's option, all copies of the Company's Confidential Information and Documentation in its possession or control;

(b) End Users shall only be entitled to access the Software for a further 30 day period commencing on the date of termination (and for the avoidance of doubt, the Customer must pay the Fees to the Company for that 30-day period); and

(c) any rights granted by the Company pursuant to the Agreement immediately terminate.

19.5. The Customer may terminate the Agreement for convenience by providing at least 60 days prior written notice to the Company.

19.6. If the Agreement is terminated prior to the expiry of the Initial Subscription Period or any then current Renewal Period (other than due to the Company's breach of the Agreement or where the Company terminates the Agreement under clause 21 of these Terms of Service), then without prejudice to any of the Company's other rights, the Customer must pay 75% of any amounts (collectively, the **Outstanding Amount**) that the Company calculates or reasonably estimates would have been payable by the Customer under the Agreement for the remainder of the Initial Subscription Period (or then current Renewal Period, if applicable) had the Agreement not been terminated. If an Outstanding Amount is payable, the Company will send the Customer a tax invoice in respect of the Outstanding Amount and the Customer will pay this invoice within 7 days from the date that it receives the invoice.

19.7. The Customer agrees that its obligation to pay the Company under clause 19.6 is not intended to be, and will not be, punitive and is intended to compensate the Company for the loss that it will genuinely suffer from the early termination of the Agreement.

19.8. A party may not terminate one or more parts of this Agreement without terminating the whole of the Agreement.

20   Dispute Resolution

20.1. If a dispute arises between the parties out of or relating to the Agreement (**Dispute**), each party to the Dispute must seek to resolve it strictly in accordance with the provisions of this clause 20. Compliance with the provisions of this clause 20 is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.

20.2. A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (**Notification**). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives (or nominees).

20.3. The chief executives (or their nominees) must meet in person or by audio visual means within 1 calendar month of the Notification to discuss the Dispute on a confidential without prejudice basis. If the Dispute has not been resolved within 1 calendar month of the Notification, then each party will be entitled to pursue such course of action as it determines.

21   Force Majeure Events

The Company will have no liability for any failure to perform its obligations under the Agreement where caused by a Force Majeure Event. If a Force Majeure Event continues for 60 consecutive days, either party may terminate the Agreement.

22   Notices

22.1. All notices required or permitted to be made under the Agreement shall be in writing and shall be deemed delivered if:
(a) delivered in person;
(b) sent by post to the recipient's postal addresses identified in the relevant Accepted Order; or
(c) sent by email to the recipient's email addresses identified in the relevant Accepted Order.

22.2. Notice given under subclause 22.1(a) shall be effective upon delivery.

22.3. Notice given under subclause 22.1(b) shall be deemed delivered 6 Business Days after posting if posted domestically in Australia, or 20 Business Days after posting if posted to or from Australia from any other country.

22.4. Notice under subclause 22.1(c) shall be deemed to have been given on the day on which it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email.

22.5. Any party may change its address for notice hereunder by giving 7 days' prior written notice to the other party.

23   General

23.1. A party may not assign its rights or novate its obligations under the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld). Notwithstanding the foregoing provisions of this clause, the Company may assign its rights or novating its obligations under the Agreement without the Customer's consent in connection with any merger, acquisition or restructure of its corporate group or any part of it.

23.2. If any provision of the Agreement is deemed invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain enforceable.

23.3. The relationship between the Company and the Customer is non-exclusive. Nothing in the Agreement will prevent the Company from supplying any goods or services to any third party in its absolute discretion. Nothing contained in the Agreement creates any relationship of partnership, employment, joint venture or agency between the parties.

23.4. The Agreement is the entire agreement between the Company and the Customer about its subject matter and supersedes all other proposals, arrangements or agreements between the parties about its subject matter.

23.5. Any terms or conditions set out in any document, correspondence or communication (other than terms and conditions approved by the Company in or annexed to an Accepted Order) that may be issued by the Customer will have no effect and will not affect the Agreement in any circumstances.

23.6. The Agreement may be amended only by a written document signed by the parties and a provision of or a right under the Agreement may not be waived or varied except in writing signed by the party to be bound.

23.7. Clauses 5.3, 7.2, 9.10, 10.3, 11.1, 11.4, 12.2, 12.3, 13.1, 13.6,13.7, 14, 16, 17, 19.4, 19.6, 21, 22, 23 and 24 of the Agreement survive termination.

23.8. The Agreement is governed by the laws of New South Wales and each party submits to the exclusive jurisdiction of the courts located in the State of New South Wales and the courts of appeal from them in relation to any proceedings concerning the Agreement.

24   Definitions and Interpretation

In the Agreement, words in bold in parentheses have the meanings given to them therein. In addition, the following words have the following meanings, unless expressly agreed otherwise

Accepted Order means an Accepted Proposal or Accepted Purchase Order or where applicable, a Commercial Details Schedule.

Accepted Proposal means a Proposal, duly executed by or on behalf of the Customer that has been received by the Company.

Accepted Purchase Order means:
(a) a Purchase Order for New Software & Services, duly executed by or on behalf of the Customer that has been received by the Company; or
(b) a Purchase Order for a Subscription Renewal that has been duly executed by both the Company and the Customer.

Access Date means:
(a) the date the Company specifies in an Accepted Order as a date from which the Customer's End Users will be able to access the Software (and where applicable, as extended under clause 2.2) (**Specified Access Date**); or
(b) in the absence of a Specified Access Date, the earlier of:
(i) the date that is 8 weeks after the date of an Accepted Purchase Order; or
(ii) the date that any End User first accesses the Software.

Applicable Law means any applicable legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency in any applicable jurisdiction.

AUP means the Acceptable Use Policy – https://readytech.io/legal/aup

Availability Target has the meaning given to it in the SLA.

Business Day means any day from Monday to Friday in New South Wales, excluding public holidays in New South Wales.

Business Hours means 9:00am – 5:00pm AEST (or AEDT where applicable) on Business Days.

Commencement Date means, as applicable, the date that the Company receives:
(a) the Customer's acceptance of a Proposal, duly executed by or on behalf of the Customer;
(b) the Customer's acceptance of a Purchase Order for New Software & Services, duly executed by or on behalf of the Customer; or
(c) the date that the Company provides a Subscription Renewal Purchase Order to the Customer.

Commercial Details Schedule means a document entitled "*Commercial Details Schedule*", duly executed by or on behalf of the Company and the Customer that has been received by the Company and is expressly executed for the purposes of the Agreement.

Confidential Information means information which is either marked as confidential or has the quality of confidential information. The Company's Confidential Information includes the Company's business affairs, financial affairs, business plans, price lists, strategies, technical operations, Intellectual Property Rights, the Documentation and financial position. The Company's Confidential Information (whether or not reduced to writing or designated or marked as confidential) also includes, with respect to the Software, all and any:

(a) work product resulting from or related to work or projects performed or to be performed by the Company, including the interim and final lines of enquiry, hypotheses, research and conclusions related thereto and the methods, methodologies, technologies, processes, procedures, analysis, techniques and audits used in connection therewith; and

(b) software of any type or form and in any stage of actual or anticipated development, including, programs and program modules, routines and subroutines, stored procedures, algorithms, business logic, relationship maps and diagrams, scripts, databases, database structures, database objects, tables, triggers (being special stored procedures which automatically execute when particular events occur), functions, views, front end and back end components, database schemas, design concepts, design specifications (including design notes, annotations, functional specifications, documentation, flowcharts, coding sheets, and the like), Source Code, Object Code, SQL component code, software libraries, load modules, programming, program patches and system designs.

Consumer Price Index means the annual consumer price index (all groups) for Sydney, New South Wales as published by the Australian Bureau of Statistics (or any similar index published by it as a replacement thereof).

Control has the meaning given to "Control" in section 50AA of the *Corporations Act 2001* (Cth) and also means the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of another person or the power otherwise to direct or cause the direction of the management and policies of such other person, whether through ownership of voting securities, by contract or otherwise.

Default Rate means 5% above the Reserve Bank cash rate.

Documentation means any user manuals, technical specifications and other documentation, content and materials (whether in written or electronic form and including any audio-visual content) provided by the Company in respect of the Software.

DPA means the Data Processing Addendum - https://readytech.io/legal/dpa

End User means an employee, officer, agent or student of the Customer or any other individual who has been allocated an End User Account in the administration section of the Software.

End User Account means an End User account in the Software.

Fees means the fees and charges as set out in an Accepted Order.

Force Majeure Event means a circumstance beyond the Company's reasonable control which results in the Company's inability to observe or perform on time an obligation under the Agreement.

GST has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Initial Subscription Period means the period of time specified in a Purchase Order for New Software & Services, duly executed by or on behalf of the Customer and received by the Company.

Insolvency Event means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or bankrupt; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) or reduction of capital of that party; (c) the party enters into an arrangement with its creditors; (d) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (e) the party suspends payment of its debts to the other party or a third party, or the party takes the benefit of any law for the relief of insolvent debtors; or (f) anything analogous or having a substantially similar effect to any of the events described in (a) through (e) above, occurs under the law of any applicable jurisdiction.

Intellectual Property Rights means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under article 2 of the convention establishing the World Intellectual Property Organisation, and all rights to enforce any of the foregoing rights.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth).

Object Code means Source Code in compiled or binary form.

Payment Terms means the payment terms set out in the applicable Accepted Order.

Personnel of a party means a party's officers, agents, employees and subcontractors.

Privacy Policy means the Privacy Policy https://readytech.io/privacy, as amended from time to time.

Proposal means a written document entitled "Proposal" or similar that the Company issues to a Customer or proposed Customer for the provision of services.

Purchase Order means, as applicable:
(a) a Purchase Order for New Software & Services; or
(b) a Subscription Renewal Purchase Order.

Purchase Order for New Software & Services means a document entitled "*Purchase Order for New Software & Services*" or similar.

Subscription Renewal Purchase Order means a document entitled "*Subscription Renewal*" or similar.

ReadyTech Group means ReadyTech Holdings Limited ABN 25 632 137 216 and each of its subsidiaries.

Software means the online, web-based applications, platforms or software to be made available by the Company to the Customer's End Users, as specified in the applicable Accepted Order.

Source Code means human readable computer code.

Service(s) means the Support Services, Software Development Services, Training Services or other applicable professional services set out in an Accepted Order.

SLA means the service level agreement that is expressly specified in the applicable Accepted Order.

Term means the period from the Commencement Date until the Access Date, the Initial Subscription Period and each Renewal Period.

24.2.   Unless the context requires otherwise:

(a) A reference to "**a party**" is a reference to the Company or the Customer as the context dictates and a reference to "**the parties**" is a reference to the Company and the Customer.

(b) Headings and underlinings are for convenience only and do not affect the construction of this the Agreement.

(c) A provision of the Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision.

(d) Currency refers to Australian dollars.

(e) A reference to a statute or regulation includes amendments thereto.

(f) A reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made.

(g) A reference to time is to time in New South Wales unless expressly specified otherwise.

(h) A reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity.

(i) The words "includes", "including" and similar expressions are not words of limitation.

(j) A reference to the singular incudes the plural and vice versa.