## **ACCEPTANCE**

This agreement is made and entered into as of the Effective Date by **Placeform Pty Limited** (ABN 54 643 092 602) and you for the provision of the Services. This agreement outlines the terms and conditions on which the Services will be provided. By clicking the box below indicating acceptance or entering into an Order, you agree to the below terms and conditions governing your use of the Services and accept this agreement. This agreement will be effective as of the earlier of: (a) the date that you accept the terms and conditions of this agreement (as indicated in the preceding sentence); or (b) when you first use the Services ("**Effective Date**").

The parties hereby agree as follows:

## General Terms

#### 1. STRUCTURE

- (a) This agreement consists of: (i) these General Terms; (ii) the Service Terms; (iii) the Reference Terms; and (iv) the Orders.
- (b) If any terms in this agreement are inconsistent, the terms will prevail in the order listed in paragraph (a) to the extent of the inconsistency.

## 2. THE SERVICES

- (a) We will provide the Services on the terms of this agreement.
- (b) We make no commitments about the future availability of any Services.
- (c) We may (acting reasonably) ask you to provide Inputs to help us provide the Services.
- (d) We will not be liable for any breach or failure caused or contributed to by your failure to provide an Input in accordance with our responsible request.

## 3. FEES

## 3.1. Fees, Invoicing and payment

- (a) You must pay the Fees on the terms of this agreement.
- (b) We will begin charging you the Fees on the date the Services are first made available to you, unless otherwise agreed in an Order.
- (c) We will invoice for the Fees on the terms described in your Orders.
- (d) You must pay each invoice in the currency specified in that invoice within 30 days after the invoice issue date.
- (e) If you fail to pay an amount when due, in addition to our other remedies, we may charge you interest on the unpaid amount at the Interest Rate until it is paid.
- (f) Unless your Order states otherwise, we may change the Fees at any time by providing you at least 30 days' notice.

## 3.2. Taxes

- (a) The Fees and any other expenses or charges under this agreement are exclusive of GST and any other taxes (unless stated otherwise).
- (b) You agree to pay all taxes imposed by applicable law in connection with the Services, except for

- taxes based on our income. You must pay us any GST applicable to any taxable supplies, and we will provide you with tax invoices for those supplies.
- (c) If you are legally required to make any deduction or withholding from any amount payable to us in relation to this agreement, the amount payable will be increased to ensure we receive the full amount specified in this agreement as if there were no deduction or withholding.

#### 4. CONFIDENTIALITY

- (a) Each party agrees to protect the other party's Confidential Information with at least: (i) the same level of care it uses to protect its own Confidential Information; and (ii) a reasonable level of care.
- (b) Each party may disclose the other party's Confidential Information to its Personnel (and we may disclose your Confidential Information to others involved in the performance of the Services), provided: (i) they need to know that Confidential Information; and (ii) they are subject to reasonable confidentiality obligations having regard to the information disclosed.
- (c) We may include you on our public customer list and may otherwise identify you as our customer.

## 5. PRIVACY

- (a) Each party must comply with the Data Protection Addendum.
- (b) You must not use the Services to collect, store, process or otherwise deal with any sensitive personal information, including any payment card data or any information that is sensitive information under the Privacy Act 1988 (Cth).

#### 6. INTELLECTUAL PROPERTY

#### 6.1. Our materials

- (a) We (or our licensors) own all right, title and interest, including all Intellectual Property Rights, in and to Our Materials.
- (b) You must not Use Our Materials other than as expressly permitted under the applicable Service Terms.
- (c) You assign to us all right, title and interest, including all Intellectual Property Rights, in and to any Modifications to Our Materials made by or on behalf of you immediately from creation.

#### 6.2. Your Materials

- You own all right, title and interest, including all Intellectual Property Rights, in and to Your Materials.
- (b) You grant us the worldwide, non-exclusive, royalty-free right to Use Your Materials (and to sublicence others to Use Your Materials) in connection with the Services or this agreement (including to improve the Services or to develop new services).
- (c) You must ensure that: (i) you are permitted to provide Your Materials for Use in accordance with this agreement; and (ii) Your Materials (and Use of Your Materials in accordance with this agreement) do not infringe the rights of any third party, including rights related to intellectual property, confidentiality or privacy.

#### 6.3. Feedback

If you choose to provide comments or feedback to us in relation to the Services, you agree that we may use that feedback for any purpose, and without attribution.

## 7. INTELLECTUAL PROPERTY INDEMNITY

## 7.1. Indemnity

Each party (the Indemnifying Party) indemnifies the other party (and its Personnel and Related Parties) (the Indemnified Parties) against: (i) any settlement amounts approved in writing by the Indemnifying Party arising from an IPR Claim; and (ii) any damages or costs finally awarded against the Indemnified Parties by a court of competent jurisdiction arising from an IPR Claim.

## 7.2. Potential claim

When we become aware of any actual or potential IPR Claim for which we may be the Indemnifying Party, we may at our sole discretion:

- (a) modify or replace any part of Our Materials;
- (b) obtain rights for you to continue using the Our Materials; or
- (c) terminate this agreement and refund any prepaid Fees on a pro rata basis.

You must promptly stop using Our Materials if we direct you to do so.

## 7.3. Claims procedure

The indemnity in clause 7.1 is conditional on the Indemnified Party:

- having complied with and continuing to comply with this agreement;
- (b) notifying the Indemnifying Party promptly of any actual or threatened IPR Claim;
- (c) giving the Indemnifying Party control of the defence and settlement of the IPR Claim;
- (d) complying with all of the Indemnifying Party's reasonable requests in defending or settling the IPR Claim;
- taking all reasonable steps to mitigate the amount of its loss; and
- (f) except with the Indemnifying Party's prior written consent, not making any admission or acting in a

way that may be prejudicial to any litigation or negotiation of the IPR Claim.

#### 7.4. Exclusions

Where we are the Indemnifying Party, the indemnity in clause 7.1 does not cover IPR Claims arising from: (i) the combination of Our Materials with products or services not provided by us; (ii) modification of or work performed on Our Materials by any person other than us or our Personnel; (iii) modifications to Our Materials made at your direction; (iv) your breach of this agreement; or (v) open source software. However, clause 7.2 continues to apply to any IPR Claims excluded by this clause 7.4.

## 8. LIABILITY

## 8.1. Limitation of liability

- (a) Subject to the remainder of this clause 8.1 and subject to clauses 8.2, 8.3 and 8.4, each party's aggregate liability to the other party for all loss suffered or incurred arising out of or in connection with this agreement (whether under statute, in contract or in tort, including for negligence, or otherwise) is limited to the fees paid by you in the 12 month period preceding the event giving rise to the loss.
- (b) Subject to clauses 8.2, 8.3 and 8.4, each party's aggregate liability to the other party for all loss suffered or incurred arising out of or in connection with all its Confidentiality, Privacy and Security Breaches is limited to two times the Fees paid under this agreement in the 12-month period preceding the event giving rise to its latest Confidentiality, Privacy and Security Breach. The limitation of liability in this clause 8.1(b) will only apply if the limitation set out in clause 8.1(a) has been exhausted.
- (c) Subject to clauses 8.2, 8.3 and 8.4, each party's aggregate liability to the other party for all loss suffered or incurred arising out of or in connection with any Professional Services performed or to be performed under an Order (whether under statute, in contract or in tort, including for negligence, or otherwise, but excluding Confidentiality, Privacy and Security Breaches) is limited to the Fees paid for Professional Services under that Order in the 12 months preceding the event giving rise to the loss.

## 8.2. Consequential loss

Subject to clause 8.4, neither party is liable for, and no measure of damages will, under any circumstances, include:

- (a) indirect, consequential, special, incidental or punitive damages; or
- (b) damages for loss of profits, revenue, sales, goodwill or loss of reputation, anticipated savings, business interruption, data use or loss or corruption of data.

whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was

foreseeable and even if advised of the possibility of the loss or damage.

## 8.3. Excluded liabilities

- (a) We are not liable for any loss incurred by You in connection with Third Party Material. If we supply any Third Party Material to you, it is provided on an "as is" and "as available" basis without any warranty of any kind.
- (b) We are not liable for any errors in results or outputs of the Services, except where the errors were caused by our breach of this agreement.

## 8.4. Uncapped losses

Nothing in the agreement excludes or limits either party's liability for:

- (a) death or personal injury resulting from its breach of this agreement;
- (b) its fraud or fraudulent misrepresentation;
- (c) its deliberate wrongful misconduct;
- (d) its infringement of the other party's Intellectual Property Rights;
- (e) its obligations under clause 7 or clause 8.5;
- (f) its payment obligations under the agreement; or
- (g) anything for which liability cannot be excluded or limited under applicable law.

#### 8.5. Your Indemnity

You agree to indemnify us, our Related Parties and our Personnel (including any content providers and licensors) against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any claim by a third party in connection with our use of Your Materials (including any Personal Information supplied by you).

## 9. TERM AND TERMINATION

## 9.1. Term

This agreement will start when we accept your first Order and will expire when all your Orders have either expired or been terminated.

#### 9.2. Order Term

Each Order will start on the Order Start Date and will continue for the Order Initial Period unless terminated earlier in accordance with this agreement (**Order Initial Term**). At the end of the Order Initial Term and at the end of any Order Extension Period (each an **Order Extension Date**), the Order Term will automatically extend by the Order Extension Period unless either party notifies the other of its desire not to extend the Order Term at least 30 days before the relevant Order Extension Date.

## 9.3. Termination of this agreement for cause

Either party may terminate this agreement, including all Orders, if the other party:

- is in material breach of the agreement and failures to cure that breach within 30 days of being notified in writing of the breach; or
- (b) is or appears likely to be unable to pay its debts when due or becomes insolvent.

## 9.4. Effect of termination or expiry

On termination or expiry of this agreement or any individual Order, unless otherwise described in the applicable Service Terms or Order:

- (a) you will promptly pay any unpaid Fees due and owing to us; and
- (b) at the date of termination or expiry: (i) all rights to Use the Services described in the terminated or expired Orders will terminate; (ii) we may disable access and use of the Services described in the terminated or expired Orders with immediate effect; (iii) you and your End Users will immediately cease Using the Services described in the terminated or expired Orders.

For clarity, Orders do not survive termination or expiry of this agreement.

#### 10. AUDIT

You will promptly provide any information we reasonably ask for to assess your compliance with this agreement. We are entitled to rely on any information you provide.

## 11. DISPUTE RESOLUTION

## 11.1. Disputes

Except where a party seeks urgent interim relief, a party must not commence court proceedings in relation to any dispute or disagreement arising out of or relating to this agreement (Dispute) unless it has complied with the provisions of this clause 11.

#### 11.2. Dispute Notice

A party claiming that a Dispute has arisen must notify the other party in writing, including a description of the nature of the Dispute (Dispute Notice).

## 11.3. Negotiation

Within 5 business days after receipt of a Dispute Notice, each party must nominate a representative who has express authority to resolve the Dispute, and those representatives must meet to seek to resolve the Dispute by negotiation. All aspects of the negotiation must be kept confidential, and all communications between representatives during the negotiation are made on a without prejudice basis. If the representatives are unable to resolve the Dispute within 20 business days after the date of the Dispute Notice, then either party may have recourse to litigation or other dispute resolution processes.

#### 12. GENERAL

#### 12.1. Notices

Each party will provide notices under this agreement by sending an email to the other party's contact email address set out in the Contract Details. Notice will be treated as received when the email is sent.

## 12.2. Force majeure

Neither party will be liable for any failure or delay in performance of its obligations to the extent caused by a Force Majeure Event.

## 12.3. Entire agreement

 (a) This agreement supersedes all previous agreements, understandings, negotiations,

- representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.
- (b) To the maximum extent permitted by law: (i) all express or implied guarantees, warranties, representations, or other terms and conditions relating to this agreement or its subject matter, not contained in this agreement, are excluded from this agreement; and (ii) the parties must not rely on any representation made by the other party or any other person, except as expressly set out in this agreement.

#### 12.4. Severability

If any provision is found to be unenforceable, the remainder of this agreement will be enforced to the fullest extent possible.

## 12.5. Subcontractors

We may use subcontractors to perform the obligations of this agreement and for the other purposes set out in this agreement. We remain responsible for the performance of our obligations as set out in this agreement.

### 12.6. Assignment

We may assign, novate or transfer our rights or obligations under this agreement without your prior written consent. You may only assign, novate or transfer your rights and obligations with our prior written consent.

#### 12.7. Rights of third parties

Each party enters into this agreement in their own legal capacity and not as agent or trustee for any other person, and only you and we have the right to enforce this agreement.

## 12.8. Survival.

Any clause that is intended to survive termination of this agreement will do so including, but not limited to, clauses 4, 5, 8 and 10 to 13.

#### 12.9. Relationship

We are an independent contractor. This agreement does not form any partnership, joint venture, fiduciary, employment, agency or other relationship between the parties. Neither party has the power to bind the other.

## 12.10. Changes

The General Terms and any Service Terms may only be varied by written agreement between the parties. We may update the Reference Terms from time to time by making the updated Reference Terms available to you.

## 12.11. Governing Law

This agreement and any dispute arising from this agreement, whether contractual or non-contractual, will be exclusively governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts sitting in New South Wales, Australia, including Federal Courts sitting in that State.

#### 13. DEFINITIONS

The following words and expressions have the meanings given to them below:

**Acceptable Use Policy** means our acceptable use policy as set out on our Website or made available to you, as updated from time to time.

Confidential Information with respect to a disclosing party, means all information, data and material disclosed by such disclosing party to the receiving party (in whatever form) that is marked or described as, or provided under circumstances reasonably indicating it is, confidential or proprietary. Our Confidential Information includes all nonpublic information and materials (technical, business and otherwise) related to the Services or provided by us to you in relation to this agreement. Confidential Information does not include information that: (i) is or becomes generally available in the public domain, other than through any breach of confidence by the receiving party; (ii) is rightfully received by the receiving party from a third party other than as a result of a breach of confidence; or (iii) has been independently developed by the receiving party without using any other Confidential Information of the disclosing party.

Confidentiality, Privacy and Security Breach means a breach of a party's obligations under clause 4 (Confidentiality), clause 5 (Privacy) and/or its Security Commitments.

**Contract Details** means the section titled "Contract Details" in this agreement.

**Cyber Security Policy** means our cyber security policy as set out on our Website or otherwise made available to you, as updated from time to time.

**Data Protection Addendum** (or **DPA**) our data protection addendum as set out on our Website or otherwise made available to you, as updated from time to time.

**End User** means any of your Personnel or other third parties permitted by you to access and use the Services.

**Fee** means the fees payable for the Services as set out in the Orders.

Force Majeure Event means fire, flood, earthquake, elements of nature or acts of God, epidemics, pandemics, wars, terrorist acts, site-specific terrorist threats, cyberattacks and threats, riots, civil disorders, rebellions or revolutions, government orders, network communications failure or delay (including failure of any APIs), inability to obtain essential supplies or materials, change in law, or any failure or default of a hosting provider, supplier or subcontractor of the relevant party, or any other cause beyond the reasonable control of a party.

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

General Terms means clauses 1 to 13 of this document.

**Input** means information, documentation, access, material, items or assistance.

Intellectual Property Rights means all copyrights, patents, rights with respect to trade marks, service marks, and trade dress, trade secret rights, rights in domain names, rights with respect to databases and other compilations and collections of data or information, publicity rights, and other intellectual and industrial

property rights anywhere in the world, whether statutory, common law or otherwise.

**Interest Rate** means the Reserve Bank of Australia's current official cash rate target plus 3 percent.

IPR Claim means: (i) where you are the Indemnifying Party, a claim that any of Your Materials provided under this agreement or Modifications to Our Materials made by or on behalf of you under this agreement or their Use in accordance with this agreement infringes the Intellectual Property Rights of any third party; or (ii) where we are the Indemnifying Party, a claim that any of Our Materials provided under this agreement (excluding Modifications to Our Materials made by or on behalf of you under this agreement) or their Use in accordance with this agreement infringes the Intellectual Property Rights of any third party

**Modifications** means improvements, enhancements, and modifications to materials, and/or derivative works of such materials.

**Order** means the Order setting out the Services which you agree to procure, and we agree to provide and the applicable Fees.

Order Extension Date takes the meaning given in clause 9.2

**Order Extension Period** means the period specified as the "Order Extension Period" in the relevant Order.

**Order Initial Period** means the period specified as the "Order Initial Period" in the relevant Order.

Order Initial Term takes the meaning given in clause 9.2.

**Order Start Date** means the date specified as the "Order Start Date" in the relevant Order.

**Order Term** means the time from the Order Start Date until (i) the end of the Order Initial Term; or (ii) the end of the final Order Extension Period (if the Order Term is extended under clause 9.2).

Our Materials includes: (i) the Services, any documentation and any other material provided by us (or our Personnel) to you in connection with the Services; (ii) anything developed by or on behalf of us in connection with this agreement; and (iii) all Modifications to the materials described in (i) or (ii) made by or on behalf of either party.

**Personal Information** has the meaning given to that term in the Privacy Act 1988 (Cth).

**Personnel** means any officer, employee, agent, contractor or subcontractor of the parties.

Placeform Customer Agreement means this agreement, including all documents listed in clause 1(a).

**Privacy Policy** means our privacy policy as set out on our Website or otherwise made available to you, as updated from time to time.

**Professional Services** means any services identified as Professional Services in an Order, including any integration services, support services and data analytics services.

**Professional Service Terms** means the terms set out in this agreement with the heading "Professional Service Terms".

Reference Terms means any other policies or other documents incorporated into this agreement by reference, including the Service Descriptions, Service Level Policy, Data Protection Addendum, Privacy Policy, Cyber Security Policy and Acceptable Use Policy.

**Related Parties** means any related bodies corporate within the meaning of the Corporations Act 2001 (Cth).

**SaaS Terms** means the terms set out in this agreement with the heading "SaaS Terms".

**Security Commitments** means any obligations that are nominated as "Security Commitments" in any Service Terms, Reference Terms or Orders.

**Service Descriptions** means the descriptions of the Services, as set out on our Website or otherwise provided to you, as updated from time to time.

**Service Level Policy** means our Service Level Policy, as set out on our Website or otherwise made available to you, as updated from time to time.

**Services** means the SaaS and Professional Services described in your Orders, and any other services described in your Orders.

**Service Terms** means the SaaS Terms, the Professional Services Terms and any other modules of terms which are incorporated as "Service Terms" in the Order.

Third Party Material means all software, APIs, data, and any other content and material that are obtained or derived from third party sources (i.e. sources other than us) that You may access or use in connection with this agreement. It includes third party data sources and any third party APIs used to access data for the Services.

**Use** means to access, use, store, process, display, copy, communicate, modify and/or to create derivative works from

**Website** means the website operated by us which is www.placeform.com.

Your Materials means any information (including any Personal Information) or materials that: (i) you provide to us in connection with this agreement (including for purposes of making them available to End Users via the SaaS); or (ii) you or any End User inputs, transmits or uploads to, or otherwise stores or processes on or through, the SaaS.

## SaaS Terms

### OPERATION OF THESE TERMS

These Service Terms apply solely to any SaaS set out in an Order.

#### 2. GENERAL OBLIGATIONS

#### 2.1. The SaaS

- (a) We will make the SaaS described in your Order available to you and your End Users.
- (b) We will use reasonable endeavours to ensure the SaaS materially conforms to its Service Description.

#### 2.2. Licence

We grant to you a limited, non-exclusive, non-transferable right to access and use:

- (a) the SaaS; and
- (b) (the User Manuals, documentation and any other materials provided by us in connection with the SaaS.

for your Order Term, strictly for your internal business purposes. You may sub-license these rights to your End Users.

#### 2.3. Service levels

We will use reasonable endeavours to provide the SaaS in accordance with the Service Level Policy.

## 2.4. Support services

We will provide any support services included in the Service Description for the SaaS or otherwise described in your Order.

# 2.5. Security Commitments (for the purpose of clause 8.1 of the General Terms)

We will comply with (and we will ensure that the SaaS complies with) the Cyber Security Policy in all material respects.

## 3. YOUR RESPONSIBILITIES

## 3.1. End Users

- (a) You will ensure that your End Users comply with your obligations under this agreement. You are responsible for your End Users' acts and omissions as if they were your own. You are responsible for any use of the SaaS through your User Accounts.
- (b) You are responsible for protecting the confidentiality of the passwords and other details used to access User Accounts. We may cancel your access to the SaaS if your login details are used by an unauthorised third party. You must not permit, authorise or enable anyone other than your End Users to access the SaaS through your User Accounts
- (c) You must notify us immediately if you become aware of any unauthorised access to User Accounts or the SaaS.

#### 3.2. Use Restrictions

- (a) You must comply with, and ensure your End Users comply with, any Use Restrictions set out in your Order.
- (b) You must monitor your own use of the SaaS and report any use in excess of the Use Restrictions.
- (c) You must provide any information we reasonably request by us to validate your compliance with the Use Restrictions.

#### 3.3. Back up of Your Materials

You acknowledge that the SaaS are not intended to hold or maintain master or original information. You will be solely responsible for maintaining a backup of all Your Materials.

## 3.4. Compliance with Acceptable Use Policy

You must not use, and you must use all reasonable endeavours to ensure that the End Users do not use, the Services:

- in any way which damages, interferes with or interrupts the SaaS, or any telecommunications network, equipment, or facilities, or cabling controlled by us or our suppliers;
- (b) in any way which may damage any property or injure or kill any person;
- to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted; or
- (d) in any other way which contravenes the Acceptable Use Policy.

## 4. YOUR MATERIALS

## 4.1. Your Data

- (a) You own all right, title and interest, including all Intellectual Property Rights, in and to Your Data.
- (b) We are only entitled to access and use Your Data to deliver the Services to you or otherwise as permitted under this agreement.

## 4.2. Aggregated and anonymised data

We have the right to access and use Your Data, on a deidentified and aggregated basis, for any purpose in connection with our business. We retain all rights, including Intellectual Property Rights, in any products created from Your Data under this clause and we are entitled to continue using such products after this agreement has terminated or expired.

#### 5. SUSPENSION

We may suspend your use of or access to the SaaS from time to time:

- (a) to perform routine or emergency maintenance;
- (b) to implement service changes and upgrades to the SaaS;
- (c) if we reasonably believe that your or any of your End User's use of the SaaS could adversely impact other clients' or their end users' use of the SaaS or the hosting environment, such as the servers used to provide the SaaS;

- (d) if there is suspected unauthorised third party access to the SaaS;
- (e) if we reasonably believe that suspension is required to comply with applicable law;
- (f) if we become aware of any actual or potential IPR Claim:
- (g) to mitigate issues caused by any acts or omissions of third parties or issues with any internet infrastructure;
- (h) if you are in breach of this agreement, or if the SaaS is, in our opinion, being misused; or
- (i) if we are required to do so by law.

Any such suspension or resulting downtime will be limited to the minimum extent necessary in the circumstances, as determined by us. You are still required to pay the Fees during any period to suspension.

## 6. **DEFINITIONS**

The following words and expressions have the meanings given to them below:

**SaaS** any distinct, subscription-based, hosted, supported and operated on-demand solution provided by us under an Order.

**Use Restrictions** means the restrictions on how you use the SaaS, as set out in your Order, including any restrictions on maximum footprint or number of floors that the SaaS may be used for.

**User Account** means an End User account associated with a unique user name and password, through which the End User may access and use the SaaS as permitted under this agreement.

**User Manuals** mean the user manuals for the Services, as set out on our Website, as updated from time to time.

**Your Data** means any data that you or any End User inputs, transmits or uploads to, or otherwise stores or processes on or through, the SaaS.

# Professional Services Terms

#### 1. OPERATION OF THESE TERMS

These Service Terms apply solely to any Professional Services Ordered by you.

#### 2. GENERAL OBLIGATIONS

We will:

- (a) provide the Professional Services as described in your Order;
- (b) perform the Professional Services with due care and skill; and
- (c) maintain appropriate resources (including Personnel) to provide the Professional Services.

### 3. CO-OPERATION WITH OTHER SUPPLIERS

We will co-operate with you and any third parties you have engaged in connection with the Professional Services as reasonably necessary for us to meet our obligations under this agreement.

## 4. LICENCE

We grant to you a limited, non-exclusive, non-transferable right for you to access and use any data, documentation and other materials provided by or on behalf of us in connection with the Professional Services, strictly for your internal business purposes. You may sub-license these rights to your Personnel and Related Parties.

## 5. SITE ACCESS

- (a) We may access your premises for the purpose of providing the Professional Services. You are responsible for facilitating access necessary of our Personnel to provide the Professional Services.
- (b) When accessing your premises, we will comply with any reasonable policies and procedures in relation security of premises, facilities and systems nominated by you in the Order.
- (c) Each party must comply with all applicable health, safety and environment laws in connection with the Professional Services.

## 6. TERMINATION FOR CAUSE

Either party may terminate any Order for Professional Services if the other party is in material breach of these Professional Services Terms and fails to cure that breach within 30 days of being notified in writing.