

MASTER SOFTWARE AGREEMENT

1. Introduction and Electronic Acceptance of Terms

1.1 Parties and Binding Agreement

This Agreement is a legally binding contract between **Simple Care Connect Pty Ltd** ACN 699 124 448 (the **Provider**) and you, the subscriber (**Subscriber**).

1.2 Electronic Click-Through Acceptance

- (a) Your acceptance of this Agreement is facilitated through an electronic click-through or tick-box mechanism.
- (b) By ticking 'I Accept', 'I Agree', or any equivalent electronic prompt, or by continuing to access or use the Software Programs, the Subscriber provides its express, irrevocable, and legally binding consent to the terms of this Agreement.
- (c) By electronically accepting the Agreement, the individual doing so warrants that they are an authorised representative of the Subscriber with the legal capacity and authority to bind the Subscriber to this Agreement.
- (d) The Subscriber agrees that this electronic acceptance satisfies all legal requirements for a written agreement signed by the Subscriber, and the Subscriber waives any right to claim that this Agreement is invalid or unenforceable due to its electronic execution.

1.3 Introduction

- (a) The Provider is the owner or authorised licensor of various proprietary Software Programs and has developed hosting, maintenance, and support services to enable access to those Software Programs.
- (b) The Subscriber wishes to obtain access to and use of certain Software Programs from time to time for its business operations.
- (c) The parties have agreed to enter into this Agreement to establish an overarching framework under which the Subscriber may, from time to time, subscribe to different Software Programs by executing individual transaction documents in the form of Order Forms.
- (d) The parties intend that each Software Program subscription will operate on its own independent lifecycle, with distinct commencement, renewal, and termination dates, as set out in the relevant Order Form, without affecting other active software subscriptions or this Agreement itself.
- (e) Access to and use of the Software Programs by an individual User is strictly conditional upon that User entering into, and complying with, a separate, legally binding End User Licence Agreement directly with the Provider.

2. Definitions and interpretation

2.1 Definitions

In this Agreement unless the context otherwise requires:

Agreement means this Master Software Agreement (including as accepted electronically) and all electronically accepted Order Forms incorporated herein;

Business Day means a day other than a Saturday, Sunday, or public holiday in Adelaide, South Australia;

Confidential Information means all information of a confidential nature disclosed by or on behalf of a party to the other party, whether before or after the date of this Agreement, including but not limited to trade secrets, source code, business plans, customer data, pricing, and the terms of this Agreement, but excluding information that is in the public domain (other than through a breach of confidentiality);

Consequential Loss means any indirect, special, economic, or consequential loss or damage, including loss of revenue, loss of profits, loss of business opportunity, loss of goodwill, loss of reputation, loss of data, or cost of replacement services, whether arising in contract, tort (including negligence), under statute, or otherwise;

Data Breach means any unauthorised access to, acquisition of, alteration of, disclosure of, or loss of Subscriber Data, including Personal Information, held or processed by the Provider;

End User Licence Agreement or **EULA** means the separate, legally binding agreement between the Provider and an individual User governing that User's personal access to and use of a Software Program, as amended by the Provider from time to time;

Fees means the subscription fees, implementation fees, support fees, and any other charges payable by the Subscriber to the Provider as specified in an Order Form;

Force Majeure Event means any event or circumstance beyond the reasonable control of the affected party, including acts of God, natural disasters, war, terrorism, strikes, lockouts, industrial disputes, government restrictions, telecommunications failures, or widespread internet outages, but excluding any obligation to pay money;

GST has the meaning given to that term in the applicable goods and services tax legislation of the Commonwealth of Australia;

Initial Term means the initial period of a software subscription as specified in the relevant Order Form;

Intellectual Property Rights means all intellectual property rights throughout the world, whether registered or unregistered, including patents, copyright, database rights, designs, trademarks, trade secrets, know-how, and any applications or rights to apply for registration of any of those rights;

Loss means any liability, damage, loss, cost, charge, or expense (including reasonable legal costs on a full indemnity basis) suffered or incurred by a party;

Order Form means a transaction document executed or electronically accepted by both parties from time to time in a form provided by the Provider which incorporates the terms of this Agreement;

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

Provider IP means all Intellectual Property Rights in and to the Software Programs, the documentation, the Support Services, and any modifications, enhancements, or derivative works of the foregoing;

Renewal Term means any renewal period of a software subscription as specified in the relevant Order Form;

Software Program means a proprietary software application developed, hosted, and made available by the Provider, as specified in an executed Order Form;

Subscriber Data means all data, information, files, and other materials uploaded, stored, or processed by or on behalf of the Subscriber or its Users in connection with the Software Programs;

Subscription Term means, in respect of an Order Form, the Initial Term together with any Renewal Terms;

Support Services means the technical support, maintenance, and helpdesk services provided by the Provider in relation to a Software Program, as described in clause 6 and the relevant Order Form (if stated);

Tax Invoice has the meaning given to that term in the applicable goods and services tax legislation of the Commonwealth of Australia;

Taxes means any taxes, levies, duties, or other governmental charges, including GST, but excluding taxes based on the Provider's net income; and

User means an employee, contractor, agent, or authorised representative of the Subscriber who is authorised by the Subscriber to access and use a Software Program under an Order Form.

2.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes all genders;
- (c) a reference to a person includes an individual, body corporate, partnership, joint venture, unincorporated association, or government agency;
- (d) a reference to any legislation or legislative provision includes any statutory modification, amendment, or re-enactment of it, and any subordinate legislation issued under it;

- (e) "including", "for example", "such as" and similar expressions are not words of limitation;
- (f) a reference to "dollars" or "\$" is to Australian currency;
- (g) if the day on which any act is to be done is not a Business Day, that act must be done on the next Business Day;
- (h) a reference to time is to Adelaide, South Australia time; and
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

3. Overarching Framework and Order Forms

3.1 General Terms and Conditions

- (a) This Agreement establishes the general terms and conditions under which the Provider agrees to provide, and the Subscriber agrees to acquire, subscriptions to various Software Programs.
- (b) The parties agree that this Agreement operates as an overarching framework, and does not of itself constitute an active subscription or obligate the Subscriber to purchase, or the Provider to provide, any specific Software Programs or services until an Order Form is electronically accepted.

3.2 Mechanism for Ordering

- (a) The Subscriber may from time to time request subscriptions to one or more Software Programs.
- (b) Upon receiving a request, the Provider will prepare and issue to the Subscriber a draft Order Form, unless an Order Form is automatically provided for acceptance as part of the Subscriber's request under clause 3.2(a).
- (c) A transaction is finalised, and a binding contract created, only when both parties have electronically accepted (including via a tick-box or click-through mechanism) the relevant Order Form.
- (d) Each executed Order Form forms a separate contract between the parties, incorporating all the terms of this Agreement.
- (e) The Provider is under no obligation to provide, and the Subscriber is under no obligation to pay for, any Software Program or Support Services until the corresponding Order Form has been electronically accepted by both parties.

3.3 Order of Precedence

- (a) Each Order Form must be read in conjunction with this Agreement.
- (b) In the event of any inconsistency, conflict, or ambiguity between the provisions of this Agreement and the provisions of an executed Order Form,

the terms of the Order Form will prevail, but solely in respect of that specific transaction and to the extent of the inconsistency, conflict, or ambiguity.

- (c) Any variation to the terms of this Agreement contained within an Order Form will not apply to any other Order Form unless explicitly stated and agreed in writing in those other Order Forms.

4. Term

4.1 Subscription Term and Independent Lifecycles

The parties acknowledge and agree that this Agreement and each individual Order Form operate on distinct and independent lifecycles.

4.2 Agreement Term

- (a) This Agreement commences on the date it is accepted electronically by the Subscriber and continues in full force and effect until terminated in accordance with its terms
- (b) Notwithstanding anything to the contrary, this Agreement will remain in effect for so long as at least one Order Form is active, except where this Agreement and any active Order Form are terminated in accordance with clause 13 or any other express termination right set out in this Agreement.

4.3 Individual Subscription Terms

- (a) Each Software Program subscription commences on the start date specified in the relevant Order Form and continues for the Initial Term.
- (b) Upon the expiration of the Initial Term, the subscription will automatically renew for successive Renewal Terms of twelve (12) months (or such other period specified in the Order Form) unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.
- (c) The expiration, non-renewal, or termination of any individual Order Form will not automatically affect, terminate, or shorten the term of any other active Order Form, nor will it affect the validity or continuation of this Agreement.

5. Licence

5.1 Grant of Licence

- (a) Subject to the Subscriber's compliance with the terms of this Agreement and the timely payment of all applicable Fees, the Provider grants the Subscriber a non-exclusive, non-transferable, revocable, royalty-free (except for the Fees), and non-sublicensable licence during the relevant Subscription Term to access and use the Software Programs specified in each executed Order Form.
- (b) The Software Programs may only be accessed and used by the authorised Users, solely for the Subscriber's business operations, and in accordance

with the user limits and other parameters that may be included in the corresponding Order Form.

5.2 Usage Restrictions

- (a) The Subscriber must not, and must ensure that its Users do not, directly or indirectly:
 - (1) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms of the Software Programs;
 - (2) copy, modify, adapt, translate, or create derivative works based on the Software Programs or documentation;
 - (3) rent, lease, distribute, pledge, assign, sublicense, or otherwise transfer or encumber rights to the Software Programs;
 - (4) use the Software Programs for timesharing or service bureau purposes or otherwise for the benefit of a third party;
 - (5) remove, alter, or obscure any proprietary notices, labels, or marks from the Software Programs or documentation;
 - (6) bypass, circumvent, or breach any security device, technological protection, or access control measures used by the Provider to protect the Software Programs;
 - (7) use the Software Programs to store, transmit, or upload any material that is defamatory, infringing, unlawful, or contains malicious code, viruses, or harmful components; or
 - (8) use the Software Programs in any manner that violates applicable laws or regulations.
- (b) The Subscriber is solely responsible for maintaining the confidentiality of all login credentials and access keys, preventing unauthorised access to the Software Programs, and ensuring that all Users comply with the usage restrictions set out in this clause. The Subscriber must immediately notify the Provider in writing of any suspected or actual unauthorised access or use.

5.3 End User Licence Agreements

- (a) The Subscriber acknowledges and agrees that access to and use of each Software Program by any individual User is strictly conditional upon that User entering into, and complying with, a separate EULA directly with the Provider.
- (b) The Subscriber must:
 - (1) ensure that no individual is permitted to access or use any Software Program unless and until that individual has accepted the terms of the EULA in the manner prescribed by the Provider (including by electronic click-through acceptance upon first login);

- (2) take all reasonable steps to ensure that all Users comply with the terms of their respective EULAs; and
 - (3) not do, or omit to do, anything that would cause a User to breach a EULA, or that would interfere with the Provider's ability to enforce a EULA against a User.
- (c) The Subscriber agrees that a breach of a EULA by a User will be deemed to be a material breach of this Agreement by the Subscriber.
- (d) The Subscriber must immediately notify the Provider in writing if it becomes aware of any breach of a EULA by a User, or any unauthorised access to or use of a Software Program.
- (e) The Provider reserves the right to audit the Subscriber's compliance with this clause 5.3 and to suspend access to any User who has not accepted, or is in breach of, the EULA.
- (f) The Provider may, on at least five (5) Business Days' prior written notice, audit the Subscriber's and its Users' access to and use of any Software Program. The Subscriber must provide all reasonable cooperation and access to premises, systems and records necessary to complete the audit. If an audit reveals any unauthorised use or material non-compliance, the Subscriber must, within seven (7) days of written notice:
 - (1) pay all additional Fees that would have been payable had the unauthorised usage been correctly licensed;
 - (2) reimburse the Provider for the reasonable costs of the audit; and
 - (3) implement any remedial measures specified by the Provider.

6. Maintenance and Support

6.1 Service Delivery and Maintenance

- (a) The Provider will use reasonable endeavours to ensure that the Software Programs are available and accessible.
- (b) The Provider will perform routine maintenance, updates, and upgrades to the Software Programs.
- (c) The Provider will use reasonable endeavours to schedule routine maintenance during off-peak hours (Adelaide time) and will use reasonable endeavours to provide the Subscriber with at least twenty-four (24) hours' prior written notice of any planned downtime, except in an emergency.
- (d) In the event of emergency maintenance, the Provider will notify the Subscriber as soon as reasonably practicable and will work diligently to restore services.

6.2 Technical Support

- (a) The Provider will provide technical support and helpdesk services to the Subscriber during the Subscription Term (**Support Services**).
- (b) Unless specified otherwise in an Order Form, the Provider will provide its standard technical support and helpdesk services during business hours (9:00 AM to 5:00 PM on Business Days in South Australia) and will respond to support requests as soon as reasonably practicable.

6.3 Subcontracting

The Provider may subcontract the performance of any of its obligations under this Agreement or an Order Form to suitably qualified third parties, provided that the Provider remains responsible for the acts and omissions of its subcontractors as if they were its own.

7. Fees, Invoicing and Payment

7.1 Invoicing and Payment Terms

- (a) The Provider will invoice the Subscriber for the Fees in accordance with the billing schedule and frequency set out in each Order Form.
- (b) All payments must be made in Australian dollars by electronic funds transfer to the bank account nominated by the Provider, without any set-off, counterclaim, or deduction.
- (c) If any undisputed amount remains unpaid after the due date, the Provider may, without prejudice to its other rights charge interest on the overdue amount at a rate of eight percent (8%) per annum, calculated daily from the due date until paid in full.
- (d) The Subscriber must reimburse the Provider for all reasonable recovery costs (including legal fees on a full indemnity basis) incurred by the Provider in recovering overdue amounts.

7.2 Taxes and Goods and Services Tax (GST)

- (a) Unless explicitly stated otherwise, all Fees and other charges specified in this Agreement or any Order Form are exclusive of GST and all other taxes, duties, and levies.
- (b) If GST is payable on any supply made under or in connection with this Agreement, the Subscriber must pay to the Provider an additional amount equal to the GST payable on that supply, at the same time and in the same manner as the Fees, subject to the Provider issuing a valid Tax Invoice to the Subscriber.
- (c) If any withholding tax is required by law to be deducted from any payment, the Subscriber must gross up the payment so that the Provider receives the full net amount it would have received had no withholding been required.

7.3 Fee Adjustments

- (a) The Provider may adjust the Fees payable for any Software Program subscription for any Renewal Term by providing the Subscriber with written notice of the fee adjustment at least ninety (90) days prior to the commencement of that Renewal Term.
- (b) If the Subscriber does not agree to the fee adjustment, the Subscriber may elect not to renew the subscription by giving written notice of non-renewal in accordance with clause 4.2.

8. Intellectual Property Rights

8.1 Provider Intellectual Property

- (a) The Subscriber acknowledges and agrees that the Provider retains all right, title, and interest (including all Intellectual Property Rights) in and to the Provider IP, the Software Programs, the documentation, the Support Services, and any developments, customisations, enhancements, updates, or derivative works of the foregoing, regardless of whether they were created, developed, or suggested by or with the assistance of the Subscriber.
- (b) No transfer of ownership of any Intellectual Property Rights occurs under this Agreement or any Order Form.
- (c) The Subscriber must not remove, alter, or obscure any copyright, trademark, or other proprietary notices on or within the Software Programs or documentation.

8.2 Subscriber Data and Licence

- (a) The Provider acknowledges and agrees that the Subscriber retains all right, title, and interest (including all Intellectual Property Rights) in and to the Subscriber Data.
- (b) The Subscriber grants the Provider a limited, non-exclusive, royalty-free, worldwide, revocable, and non-transferable (except in connection with an assignment of this Agreement) licence during the relevant Subscription Term to host, transmit, copy, modify, format, and use the Subscriber Data solely to the extent necessary for the Provider to perform its obligations, provide the Software Programs, and deliver the Support Services under this Agreement.

9. Data Protection and Privacy

9.1 Privacy Compliance

Each party must comply with all applicable privacy and data protection laws in Australia regarding the collection, holding, use, disclosure, storage, and processing of Personal Information.

9.2 Data Security and Incident Response

The Provider must implement, maintain, and enforce appropriate administrative, physical, and technical safeguards to protect Subscriber Data against unauthorised

access, loss, alteration, disclosure, or destruction. These safeguards must meet or exceed standard industry practices for software-as-a-service providers. In the event of a suspected or actual Data Breach, the Provider must:

- (a) notify the Subscriber in writing within seventy-two (72) hours of becoming aware of the breach or such earlier time as required by law;
- (b) provide the Subscriber with detailed information regarding the nature, scope, and consequences of the breach;
- (c) take immediate steps to mitigate the effects of the breach and prevent further unauthorised access or loss;
- (d) co-operate fully with the Subscriber's investigations and remediation efforts; and
- (e) comply with all mandatory notification and reporting obligations under applicable Australian privacy laws.

10. Confidentiality

10.1 Confidentiality Obligations

- (a) Each party (the **Receiving Party**) must keep the Confidential Information of the other party (the **Disclosing Party**) strictly confidential and secure, and must protect it using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care.
- (b) The Receiving Party must not disclose, copy, reproduce, or use any Confidential Information of the Disclosing Party for any purpose other than to perform its obligations or exercise its rights under this Agreement.
- (c) The Receiving Party may only disclose the Disclosing Party's Confidential Information to its employees, contractors, professional advisers, and representatives who have a legitimate "need to know" for the purposes of this Agreement, and who are bound by written confidentiality obligations no less restrictive than those set out in this clause.

10.2 Permitted Disclosures and Return of Information

- (a) The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, a court of competent jurisdiction, or the rules of a recognised stock exchange, provided that (to the extent legally permissible) the Receiving Party gives the Disclosing Party prompt written notice of the requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.
- (b) Upon the expiration or termination of this Agreement or any individual Order Form, each party must, at the other party's written request, promptly return or permanently destroy all Confidential Information (including all copies and extracts) relating to the terminated transaction, except to the extent that retention is required by applicable law or standard, automated IT backup and archiving policies of the Provider.

11. Statutory Guarantees and Disclaimers

- 11.1 To the maximum extent permitted by law, all implied warranties, terms, conditions, and guarantees (whether statutory, common law, or otherwise) are expressly excluded from this Agreement, except for any non-excludable statutory consumer guarantees under applicable Australian consumer protection laws.
- 11.2 The Provider does not warrant that the Software Programs will be entirely error-free, uninterrupted, compatible with any third-party software, hardware, or operating systems, or that they will meet the Subscriber's specific business requirements.
- 11.3 Where any statutory consumer guarantee cannot be excluded but liability for breach may be limited, the Provider's liability is limited, at its option, to re-supplying the services or paying the reasonable cost of having the services supplied again.

12. Limitation of Liability

- 12.1 To the maximum extent permitted by law, the Provider's total aggregate liability to the Subscriber under or in connection with any individual Order Form (whether arising in contract, tort including negligence, indemnity, statute, or otherwise) is strictly capped at, and will not exceed, the total Fees actually paid by the Subscriber to the Provider under that specific Order Form in the twelve (12) month period immediately preceding the event or circumstance giving rise to the claim.
- 12.2 To the maximum extent permitted by law, the Provider will not be liable to the Subscriber under or in connection with this Agreement or any Order Form (whether in contract, tort including negligence, indemnity, statute, or otherwise) for any Consequential Loss.

13. Indemnity

The Subscriber will defend, indemnify, and hold harmless the Provider and its officers, directors, employees, and related bodies corporate against any Loss suffered or incurred arising out of any third-party claim or action relating to:

- 13.1 the Subscriber's or its Users' access or use of the Software Programs in violation of the terms of this Agreement;
- 13.2 any unlawful, infringing, or harmful content, data, or materials uploaded, stored, or processed within the Software Programs by the Subscriber or its Users; or
- 13.3 any breach of applicable privacy or data protection laws by the Subscriber.

14. Suspension and Termination

14.1 Suspension of Services

- (a) The Provider may temporarily suspend the Subscriber's and its Users' access to any or all Software Programs if:
 - (1) the Subscriber fails to pay any undisputed Fees within fourteen (14) days of receiving a written notice of non-payment; or

- (2) the Provider reasonably suspects that there is a security threat, vulnerability, or potential harm to the Software Programs, the Provider's hosting systems, or other customers, caused by the Subscriber's or its Users' access or use.
- (b) The Provider will provide the Subscriber with prior written notice of any suspension where practicable, or immediate notice thereafter. Subject to clauses 14.2 and 14.3, the Provider will restore access to the Software Programs as soon as reasonably practicable after the Subscriber has cured the non-payment or the security threat has been resolved to the Provider's reasonable satisfaction.

14.2 Termination of Individual Order Forms

- (a) Either party may terminate an individual Order Form immediately upon written notice to the other party if:
 - (1) the other party commits a material breach of that specific Order Form or this Agreement (in respect of that Order Form) and fails to cure the breach within thirty (30) days of receiving written notice specifying the breach and requiring it to be remedied; or
 - (2) the other party becomes insolvent, enters into administration, liquidation, voluntary or involuntary receivership, makes an assignment for the benefit of creditors, or has a receiver, manager, or administrator appointed over any of its assets.
- (b) The termination of an individual Order Form under this clause will not affect this Agreement or any other active Order Forms, which will continue in full force and effect in accordance with their respective terms.
- (c) The Provider may terminate any individual Order Form, in whole or in part, for convenience by giving the Subscriber sixty (60) days' prior written notice. Where the Subscriber has prepaid Fees for the balance of the then-current term, the Provider will refund on a pro-rata basis any unused portion of such prepaid Fees, less any amounts owing to the Provider.

14.3 Termination of Agreement

- (a) Either party may terminate this Agreement for convenience upon thirty (30) days' written notice if there are no active Order Forms in effect.
- (b) If a party commits a material breach of this Agreement and fails to cure the breach within thirty (30) days of receiving written notice to do so, the non-breaching party may terminate this Agreement and all active Order Forms concurrently.

15. Consequences of Termination

15.1 Transition and Data Extraction

- (a) The Subscriber must retrieve and extract its data within thirty (30) days of the expiration or termination of an Order Form. During this period, the Provider will maintain the data and, upon the Subscriber's written request, will provide

a one-off export of the Subscriber Data in a commonly used, machine-readable format, subject to the Subscriber paying the Provider's then current professional services fees for data extraction.

- (b) Upon the expiration of the thirty (30) day period, the Provider may permanently and irreversibly delete, destroy, or overwrite all Subscriber Data associated with that expired or terminated Order Form from its active and backup systems, except to the extent retention is required by applicable law.

15.2 **Survival of Clauses**

The provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement or any Order Form will survive, including but not limited to clauses 2 (Definitions and Interpretation), 7 (Fees, Invoicing, and Payment), 8 (Intellectual Property Rights), 10 (Confidentiality), 11 (Statutory Guarantees and Disclaimers), 12 (Limitation of Liability) 13 (Indemnity), 15 (Consequences of Termination), 16 (Dispute Resolution), 17 (Governing Law and Jurisdiction), and 18 (General Provisions).

16. **Dispute Resolution**

16.1 **Informal Negotiation**

- (a) In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement or any Order Form (**Dispute**), either party may give the other party a written notice of dispute detailing the nature of the Dispute (**Dispute Notice**).
- (b) Within fourteen (14) days of the date of the Dispute Notice, senior executives of each party who have the authority to settle the Dispute must meet (either in person or via videoconference) and negotiate in good faith to attempt to resolve the Dispute.

16.2 **Mediation**

- (a) If the Dispute is not resolved through informal negotiation within thirty (30) days of the date of the Dispute Notice, either party may refer the Dispute to mediation.
- (b) The mediation will be conducted in Adelaide, South Australia, in accordance with the mediation rules of the Resolution Institute.
- (c) The mediator will be agreed by the parties, or failing agreement within seven (7) days of the referral, appointed by the Chair of the Resolution Institute (or their nominee). The parties will share the mediator's fees and mediation venue costs equally, and each party will bear its own legal and preparation costs.
- (d) Neither party may commence formal legal proceedings in a court (except for urgent interlocutory or injunctive relief) until the mediation process has been completed or terminated.

17. Governing Law and Jurisdiction

- 17.1 This Agreement and each Order Form are governed by, and must be construed in accordance with, the laws of South Australia.
- 17.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and courts of appeal from them, and waives any right to object to proceedings being brought in those courts on the grounds of forum non conveniens or otherwise.

18. General Provisions

18.1 Assignment

- (a) The Provider may assign, transfer or otherwise deal with its rights or obligations (**Assign**) under this Agreement or any Order Form without the prior written consent of the Subscriber.
- (b) The Subscriber must not Assign this Agreement or any Order Form without the prior written consent of the Provider.

18.2 Entire Agreement

- (a) This Agreement, together with all executed Order Forms, constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior representations, arrangements, understandings, negotiations, and agreements, whether written or oral.
- (b) Any variation, amendment, or modification to this Agreement or any Order Form must be in writing and signed or electronically accepted by authorised representatives of both parties.

18.3 Force Majeure

- (a) Neither party will be liable for any delay or failure to perform its obligations (other than an obligation to pay money) under this Agreement if the delay or failure is caused by a Force Majeure Event.
- (b) The affected party must promptly notify the other party in writing of the nature, cause, and expected duration of the Force Majeure Event, and must use all reasonable endeavours to mitigate the effects of the event and resume performance.

