CentrePal
Software as a Service (SaaS) Agreement

This Software as a Service Agreement ("Agreement") is entered into by CUSTOMER on the Effective Date, either directly with CentrePal Pty Ltd ("CP") or indirectly through a Partner, and governs CUSTOMER's purchase and use of proprietary SaaS Services, as identified in an Order (all as defined below).

Note that by executing an Order for the purchase of SaaS Services or otherwise using the SaaS Services, CUSTOMER shall be deemed to confirm its acceptance of this Agreement and CUSTOMER's agreement to be a party to this binding contract.

1. **DEFINITIONS.**
   1.1. "**Agreement**" means (as the context requires):
       (i). this SaaS Agreement (including the Exhibits attached hereto), or
       (ii). the agreement described under (i) above and all Orders, further agreements and other contract documents (taken together).
   1.2. "**Confidential Information**": means all information in any medium or format (including written, oral, visual or electronic, and whether or not marked or described as "confidential"), together with all copies, which relates to a party (the "Disclosing Party") or to its employees, officers, customers or suppliers, and which is directly or indirectly disclosed by the Disclosing Party to the other party (the "Receiving Party") in the course of their dealings relating to this Agreement including without limitation any pricing or price lists of the SaaS Services, whether before or after the date of this Agreement. However, the following information is not "Confidential Information" for the purposes of this Agreement:
       (i). information which is in the public domain other than as a result of breach of this Agreement or any separate confidentiality undertaking between the parties;
       (ii). information which the Receiving Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and
       (iii). information which was developed or created independently by or on behalf of the Receiving Party.
   1.3. "**CUSTOMER**" means the (potential) counter party of CP that entered into an Agreement or (directly or indirectly) entered into any negotiations regarding such Agreement.
   1.4. "**Content**" means information rightfully obtained by CP from publicly available sources or its third party content providers and made available to CUSTOMER through the Services, beta Services or pursuant to an Order, as more fully described in the Documentation.
   1.5. "**Customer Data**" means electronic data provided by or on behalf of the CUSTOMER or CUSTOMER Group (or its End Users) via the SaaS Services and excluding any Content. For clarity purposes, Customer Data is the confidential information of CUSTOMER.
   1.6. "**CUSTOMER Group**" means CUSTOMER and its Affiliates including CUSTOMER.
   1.7. "Data Protection Agreement" or "DPA" means the specific provisions to be agreed between the parties pursuant to Section 11.1, if any, for processing of personal data by CP on behalf of CUSTOMER.
   1.8. "**Data Protection Laws**" means in relation to any personal data (if any) which is processed in the performance of this SaaS Agreement, the applicable (local) law(s) or any other (local) regulations, guidelines or policies, instructions or recommendations of any competent governmental authority, including any amendments, replacements, updates or other later versions thereof;.
   1.9. "**Documentation**" means the user guides, tutorials, online help, release notes, printed instructions, reference manuals, requirements and other explanatory materials developed by CP regarding the use or operation of the SaaS Services.
   1.10. "**End User**" means, as applicable and unless stated otherwise herein, any person or entity (including, for the avoidance of doubt, any employee or agent of CUSTOMER) authorised by CUSTOMER to access or use the SaaS Services.
   1.11. "**Fees**" means in respect of each Agreement, the total sum of fees and charges payable by the CUSTOMER for the SaaS Services as specified in the relevant Order(s).
   1.12. "**Orders**" means an order referencing this Agreement as may be agreed from time to time with CP (or a Partner) identifying the SaaS Services, Fees and other details of each transaction that is subject to and governed by this Agreement. An Order may consist of either:
       (i). a schedule, quotation, or statement of work that has been signed by both CUSTOMER and CP (or a Partner), and/or
       (ii). if applicable, a purchase order issued by CUSTOMER pursuant to this Agreement.
   1.13. "**Partner**" means a third party that is authorised by CP on the basis of a separate and valid agreement,
   1.14. "**SaaS Services**" means the subscription cloud-based services identified in the Order and that are hosted by CP or its service provider and made available to CUSTOMER (Group) over a network on a term-use basis, as may be amended by CP from time to time.
   1.15. "**Services**" means any services provided or to be provided by or on behalf of CP pursuant to this Agreement, as identified in an Order.
   1.16. "**Start Date**" means, unless agreed otherwise in the Order, when CUSTOMER is informed by CP about Operational Readiness of the SaaS Services. Operational readiness means the SaaS Services platform is operational and ready for configuration.
   1.17. "**Subscription Period**" means the period described in Section 3.7.
   1.18. "**Support Services**" means any services in support of the SaaS services provided or to be provided by or on behalf of CP pursuant to this Agreement, as identified in an Order.
   1.19. "**Third Party Software**" means, if appropriate, the software referred to as redistributable code that is licensed to CP by third party licensors for redistribution with the SaaS Services. The redistributable code is the property of CP's licensors, and protected under international copyright, trade secret or other proprietary rights laws, and international treaties.
   1.20. "**Term**" means any initial term or any renewal term of the Agreement as mutually agreed to by the parties in writing from time to time.

2. **APPLICABILITY**
   2.1. This Agreement shall govern all quotes, and Orders between CUSTOMER and CP for SaaS Services. The Agreement is also applicable to the negotiations regarding such quotes or agreements, even if said negotiations do not result in the conclusion of an Agreement and will

accordingly apply to all future trading relationships with CP, even if they are not communicated as new. CP may from time to time amend the Agreement as published on the Website. By using the SaaS Services, CUSTOMER agrees to be bound unconditionally by the terms and conditions of this Agreement.

2.2. The applicability of any general terms and conditions of CUSTOMER or Partner to any quote, Order or other agreement, said negotiations or the relationship in general, is hereby excluded. Regardless of their form, deviations from or supplements to the Agreement shall only apply if parties explicitly agree to the same in writing.

3. SAAS SERVICES, RESTRICTIONS AND TERM

3.1. **Provision of SaaS Services.** Subject to the terms, restrictions and limitations set forth in the Agreement, CP hereby grants to CUSTOMER a non-exclusive, non-transferable, non-sublicensable, terminable license to access and use (and to permit its End Users to access and use) the SaaS Service during the Subscription Period in accordance with the Documentation, solely for Customer Group's internal business operations. CUSTOMER agrees that its purchase of the SaaS Service is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by CP with respect to future functionality or features.

3.2. **Required software.** CUSTOMER acknowledges that use of the SaaS Service may require the installation of software as a pre-requisite for using the SaaS Service, as specified in the Documentation and/or as advised by CP or Partner from time to time ("Required Software") CUSTOMER agrees to install such Required Software, including any required updates if and when available at its own cost.

3.3. **End Users.** Customer is responsible for all activities conducted by it or through the accounts of its End Users on the SaaS Service. CUSTOMER shall ensure that the End Users shall abide by the terms of this Agreement. Any breach by an End User will be deemed to be a breach by CUSTOMER. CP may terminate or suspend any End User's access to the SaaS Service for any breach without notice.

3.4. **Restrictions.** CUSTOMER and its End Users shall not, and shall not permit any third party to:
   (i). copy or republish the SaaS Services
   (ii). make the SaaS Services available to any person other than properly authorised End Users,
   (iii). use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties,
   (iv). modify or create derivative works based upon the SaaS Services or Documentation,
   (v). remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation,
   (vi). reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or
   (vii). access the SaaS Services or use the Documentation in order to build a similar product or competitive product.

   Subject to the limited licenses granted herein, CP shall own all right, title and interest in and to the SaaS Services, Documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to CP.

3.5. **Service Level Agreement.** Parties may agree a Service Level Agreement in a format advised by CP. CP implements a Fair Usage Policy as part of its Support Services to help ensure that all End Customers enjoy high levels of service and in order to protect CP's network and Support Services against misuse and abuse.

3.6. **Customer feedback.** CP shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including End Users, relating to the operation of the SaaS Services.

3.7. **Term and Subscription Period.** The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either party in accordance with the terms of this Agreement. Each Order shall identify the Start Date and the initial subscription term applicable to the SaaS Service. Before the end of the initial subscription period, CUSTOMER may renew for consecutive renewal periods against the execution of a follow-on Order (each period herein referred to as "Subscription Period").

4. CUSTOMER RESPONSIBILITIES

4.1. **Assistance.** CUSTOMER shall provide commercially reasonable information and assistance to CP or Partner (if purchased through a Partner) to enable CP to deliver the SaaS Services. Customer acknowledges that CP's ability to deliver the SaaS Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.2. **Compliance with Laws.** CUSTOMER shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that CP exercises no control over the content of the information transmitted by CUSTOMER through the SaaS Services including the Customer Data. CUSTOMER shall and ensure the End Users shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, trade secret, trade mark, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

4.3. **Acceptable Use and ID Information.** Customer shall:
   (i). notify CP immediately of any unauthorised use of any password or user id or any other known or suspected breach of security,
   (ii). report to CP immediately and use reasonable efforts to stop any unauthorised use of the SaaS Services that is known or suspected by CUSTOMER or any End User, and
   (iii). not provide false identity information to gain access to or use the SaaS Services.

4.4. **Administrator Access.** CUSTOMER shall be solely responsible for the acts and omissions of its End Users with an administrator role. CP shall not be liable for any loss of data or functionality caused directly or indirectly by the administrator End Users.

4.5. **Customer Data.** Except for CP's obligations described in Section 6 and Section 11, CUSTOMER shall have sole responsibility for:
   (i). the accuracy, quality, and legality of the Customer Data and the means by which Customer acquired the Customer Data and the right to provide the Customer Data for the purposes of this Agreement (including ensuring the receipt of all permissions from

individuals and other third parties as may be necessary in order to provide the Customer Data for the purposes contemplated in this Agreement);

    (ii).   the security and confidentiality of CUSTOMER's and its End Users' account information;

    (iii).   maintaining a back-up of all Customer Data;

    (iv).   preventing unauthorised access to, or use of, the Services, and notify CP promptly of any such unauthorised access or use;

    (v).   collecting, inputting and updating all Customer Data

    (vi).   ensuring that the Customer Data does not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party or contain anything that is obscene, defamatory, harassing, offensive or malicious, and

    (vii).   collecting and handling all Customer Data in compliance with all applicable Data Protection Laws, rules, and regulations.

4.6.   **License from Customer.** Subject to the terms and conditions of this Agreement, CUSTOMER shall grant to CP a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Data solely as necessary to provide the SaaS Services to CUSTOMER.

4.7.   **Ownership and Restrictions.** CUSTOMER retains ownership and intellectual property rights in and to its Customer Data, CP or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement**.**

4.8.   **Recording of Calls**. An End User must not record a call using the SaaS Services unless the End User has first notified the other person that the call may be recorded.

5.   **FEES, PAYMENT AND TAXES.**

5.1.   **SaaS Service Fee.** During the Term, starting from the Start Date, CUSTOMER agrees to pay the annual fixed fee for the SaaS service and/or fee for the Support Service, all as specified in the Order.

5.2.   **Payment and Payment term.** CUSTOMER shall pay an invoice from CP or the Partner (as applicable) within 30 days from the date of issuance. Invoices will be issued when:

    (i).   an Order is received from CUSTOMER,

    (ii).   the agreed (periodic) invoice date(s) has (have) elapsed.

A late payment charge of the lesser of 1.5% per month or the highest interest rate allowed by applicable law will be charged upon all past due amounts hereunder.

5.3.   **Suspension.** If any amounts owing by CUSTOMER under this Agreement are thirty (30) or more days overdue, CP may, without limiting CP's rights and remedies, suspend the Services to CUSTOMER and/or limit access to the SaaS Services until such amounts are paid in full. CP will give at least ten (10) days prior notice that CUSTOMER's account is overdue before any suspension.

5.4.   **Taxes and Duties.** Prices to CUSTOMER do not include taxes, duties, tariffs, handling fees, or other such assessments of any nature. Whenever imposed, such assessments are payable by CUSTOMER.

5.5.   **Billing Disputes.** If the CUSTOMER believes that the CP or the Partner has billed the CUSTOMER incorrectly, The CUSTOMER must contact the CP or the Partner no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Enquiries should be directed to the customer support department of the CP or the Partner.

6.   **CONFIDENTIAL INFORMATION, TITLE AND COPYRIGHTS.**

6.1.   **Confidential Information.** Each Disclosing Party shall maintain strict confidentiality with regard to any Confidential Information disclosed to the Receiving Party. It shall deploy such procedures with regard to Confidential Information that shall be no less restrictive than the strictest procedures used by it to protect its own confidential and proprietary information, but not less than reasonable care. Each party acknowledges that a breach of this obligation will constitute a material breach of the Agreement and will lead to liability on its part. Each party shall ensure that its personnel or (the personnel of) any sub- contractors are advised of the confidential and proprietary nature of the Confidential Information and are bound in writing to confidentiality obligations no less strict than as set out in this Agreement. During the term of this Agreement, any Confidential Information disclosed will be protected for a period of five (5) years from date of disclosure (perpetually in the case of intellectual property), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

6.2.   **Notifications.** Each party shall promptly notify the other party of any actual or suspected misuse or unauthorised disclosure of the other party's Confidential Information.

6.3.   **Title.** CUSTOMER acknowledges that the SaaS Services (including, any enhancements, modifications, additions) contains confidential information of, are trade secrets of, and are proprietary to CP and its licensors. CUSTOMER shall not assert any right, title or interest in the SaaS Services or other materials provided to CUSTOMER under this Agreement, except for the limited license rights expressly granted to CUSTOMER in Section 3.

7.   **LIMITED WARRANTIES.**

7.1.   **Warranty.** CP warrants from the Start Date that it will use commercially reasonable efforts to prevent introduction of viruses, Trojan horses or similar harmful materials into the SaaS Services (but CP is not responsible for harmful materials submitted by CUSTOMER or END USERS) (the "Performance Warranty").

7.2.   **Warranty Remedy**. CP will use commercially reasonable efforts to correct reported non-conformities with the Performance Warranty. If CP determines corrections to be impracticable, either party may terminate this Agreement. In this case, CUSTOMER will receive a refund of

any fees it has pre-paid for use of the SaaS Services for the terminated portion of the applicable subscription term. The Performance Warranty will not apply:

(i). unless CUSTOMER makes a claim within thirty (30) days of the date on which CUSTOMER first noticed the non-conformity or

(ii). if the non-conformity was caused by misuse, unauthorised modifications or third party products, software, services or equipment. CP's liability, and CUSTOMER'S sole and exclusive remedy, for any breach of the Performance Warranty is set out in this Section 7.2.

7.3. **Disclaimer of Warranties.** CP and its licensors make no warranty, representation or promise except as specifically set forth in this Agreement to the fullest extent permitted by law, CP does not guarantee that the SaaS Services will:

(i). be performed error-free or uninterrupted, or

(ii). that CP will correct all SaaS Services errors, or

(iii). will satisfy CUSTOMER's requirements.

CUSTOMER acknowledges that CP does not control the transfer of data over communications facilities, including the Internet, and that the SaaS Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. This Section 7 sets forth the sole and exclusive warranty given by CP (express or implied) with respect to the subject matter of this Agreement. Neither CP nor any of its licensors or other suppliers warrant or guarantee that the operation of the SaaS Services will be uninterrupted, virus-free or error-free, nor shall CP or any of its service providers be liable for unauthorised alteration, theft or destruction of CUSTOMER's or any User's data, files, or programs.

7.4. **Exclusions from Liability.** CP will have no liability to CUSTOMER if non-conformance of the SaaS Services results from or is related to:

(i). factors outside of our reasonable control (for example, pandemic, government ordered lockdowns, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure outside our control);

(ii). use of hardware, or software not provided or not approved (as recommended in the Documentation) by or on behalf of CP, including, but not limited to, issues from inadequate bandwidth, high latency or related to third party software or services resulting;

(iii). use of SaaS Services after advice was given to modify your use of the SaaS Services and provided CUSTOMER did not modify its use as advised;

(iv). unauthorised action or lack of action when required, or from CUSTOMER's employees, agents, contractors, or vendors, or anyone gaining access to CP's network by means of CUSTOMER's passwords or equipment, or otherwise resulting from a failure attributable to CUSTOMER to follow appropriate security practices;

(v). CUSTOMER's failure to adhere to any required configurations, install Required Software, use supported platforms, follow any policies for acceptable use, or CUSTOMER's use of the SaaS Services in a manner inconsistent with CP's published guidance. For the avoidance of doubt, The SaaS Service interoperates with third party Required Software (e.g. Microsoft 365 Phone System, Microsoft Teams, Direct Routing, Calling Plans, Operator Connect, Call Recording, Microsoft Azure Services, Salesforce, Microsoft Dynamics, etc.) and depends on the continuing availability and access to such third party service and any data or information interfaces. If for any reason the SaaS Services cannot access or use the applicable Required Software (including without limitation, change in terms or increase in fees charged by a third party service provider), the SaaS Services may not be fully functional or be able to function at all;

(vi). CUSTOMER's faulty input, instructions, or arguments (for example, requests to access files that do not exist); or

(vii). CUSTOMER's attempts to perform operations that are not permitted or supported by the Documentation.

7.5. **Try & Buy.** If the SaaS Services is purchased as a trial or evaluation version, a limited license will be granted to use certain key functionality of the SaaS Services on an "AS IS" basis for your own internal evaluation purposes and during a limited period of maximum thirty (30) calendar days and otherwise subject to the express limitations of the trial. Unless CUSTOMER and CP agree otherwise in writing prior to the expiration or termination of the trial period, CUSTOMER agrees to cease all use of the SaaS Services. All Customer Data will be deleted after the trial period, unless CUSTOMER converts its account to a paid subscription.

8. **LIMITATION OF LIABILITY.**

8.1. WITHOUT PREJUDICE TO SECTION 8.2 BELOW, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CP'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE LICENSE OF THE SAAS SERVICES PROVIDED UNDER THIS AGREEMENT, IRRESPECTIVE OF THE NATURE OF THE CLAIM, IS LIMITED TO THE FEES ACTUALLY PAID OVER THE CONTRACT YEAR (EXCLUSIVE OF TAXES) IN WHICH THE DAMAGE CAUSING EVENT OR, IN CASE OF A SERIES OF RELATED EVENTS, THE FIRST DAMAGE CAUSING EVENT OCCURRED OR COMMENCED.

8.2. IN NO EVENT SHALL CP OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS). IT IS SPECIALLY UNDERSTOOD AND AGREED THAT CP EXCLUDES LIABILITY FOR ANY FAILURE BY CP TO MEET AGREED SERVICE LEVELS FOR THE SAAS SERVICE AS A RESULT OF NETWORK INTRUSIONS AND/OR INCIDENTS ATTRIBUTABLE TO CRITICAL IT SERVICE PROVIDERS INCLUDING MICROSOFT CORP (AZURE).

9. **INDEMNITIES AND CUSTOMER OBLIGATIONS**

9.1. **Infringement Indemnity:** Subject to Section 9.2 and the restrictions and limitations set forth herein, CP shall indemnify and hold harmless CUSTOMER from and against any costs or demands awarded against CUSTOMER by a court of competent jurisdiction pursuant to a final judgment as a result of a claim or action by a third party against CUSTOMER that the SaaS Service or Documentation infringes the intellectual property rights of a third party. The foregoing indemnity is conditioned on CUSTOMER:

(i). promptly notifying CP of such claim;

(ii). permitting CP to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, and

(iii). assisting and cooperating with CP in the defense or settlement thereof. CUSTOMER may participate, at its own expense, in such defense directly or through counsel of its choice on a monitoring, non-controlling basis. CP shall obtain CUSTOMER's prior written consent to any compromise or settlement of any claim which would require an admission of liability on the part of CUSTOMER or which would subject CUSTOMER to any injunction or other equitable relief.

9.2. **CUSTOMER Indemnity.** If a third party makes a claim against CP that the Customer Data infringes any patent, copyright or trademark, or misappropriates any trade secret, CUSTOMER shall defend CP and its directors, officers and employees against the claim at CUSTOMER's expense and CUSTOMER shall pay all Loss finally awarded against such parties or agreed to in a written settlement agreement signed by CUSTOMER, to the extent arising from the claim.

9.3. **Exclusions.** CP shall have no obligation under Section 9.1, and otherwise will have no liability for, any claim of infringement caused or alleged to be caused by:

(i). the Customer Content;

(ii). modification of the SaaS Services not authorised by CP, or;

(iii). use of the SaaS Services other than in accordance with the Documentation and this Agreement.

9.4. **Exclusive Remedy:** Without prejudice to section 9.3, the foregoing Sections 9.1 and 9.2 set forth the exclusive remedy and entire liability and obligation of CP with respect to third party claims against CUSTOMER alleging intellectual property infringement or misappropriation.

9.5. **Injunctions.** In the event that a claim of third party intellectual property infringement is made against CP or CUSTOMER or if CP reasonably believes that such a claim will be made, CP, at its option and in lieu of indemnification, may:

(i). procure for CUSTOMER the right to use the SaaS Services without patent or copyright infringement;

(ii). modify the SaaS Services to make it non-infringing;

(iii). replace the SaaS Services with substantially equivalent software that is non-infringing; or

(iv). terminate this Agreement and refund Fees paid to CP by Customer in the 12-month period prior to the claim arising.

9.6. **CUSTOMER Obligations.** CUSTOMER is solely responsible for:

(i). its use of the SaaS Services, including ensuring a level of security appropriate to the risk in respect of the Customer Data, securing its account authentication credentials, protecting the security of Customer personal data when in transit to and from the SaaS Services, taking appropriate steps to securely encrypt and/or backup any Customer personal data uploaded to the SaaS Services, and properly configuring the SaaS Services and using available features and functionalities to maintain appropriate security in light of the nature of the Customer personal data processed by CUSTOMER's use of the SaaS Services; and

(ii). the Customer Data that CUSTOMER (Group) elects to store or transfer outside of CP's and (if appropriate) its sub-processors' systems (for example, cloud or offline or on-premise storage). CP has no obligation to protect such data; and

(iii). reviewing the security measures and evaluating for itself whether the SaaS Services and the security measures and CP's commitments in respect of data processing will meet CUSTOMER's needs, including with respect to any obligations of CUSTOMER under data protection laws, as applicable.

(iv). not allowed to give any third parties/agents access to SaaS Services provided to the CUSTOMER which are hosted by or on behalf of CP. CUSTOMER shall, during the Term, allocate sufficient third party software licenses as required to run (as appropriate) the SaaS Services or the Software as a Service in accordance with the Documentation.

10. **TERMINATION.**

10.1. **Termination for Breach.** Each party will have the right to terminate this Agreement (in whole or in part) at any time by giving written notice to the other party if:

(i). the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof;

(ii). the other party repeatedly breaches any terms of this Agreement in such manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement,

(iii). if any of the following events occur:

(a). the presentation of a petition for winding up

(b). is the subject of an order or an effective resolution is passed for winding up;

(c). the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect thereof;

(d). if a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking;

(e). making a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement;

(f). goes into liquidation; or

(g). ceasing, or threatening to cease, to carry on business.

10.2. **Suspension for Non-Payment.** If CP suspends CUSTOMER'S access to the SaaS Services for non-payment under Section 5.3 such suspension shall not release CUSTOMER of its payment obligations under this Agreement. CUSTOMER agrees that CP shall not be liable to CUSTOMER or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from CUSTOMER's non-payment.

10.3. **Suspension for Ongoing Harm.** CP reserves the right to suspend access to the SaaS Services if CP reasonably concludes that CUSTOMER or an End User's use of the SaaS Services is causing immediate and ongoing harm to CP or others. In the extraordinary case that CP must suspend delivery of the SaaS Services, CP shall immediately notify CUSTOMER of the suspension and the parties shall diligently attempt to resolve the issue. CP shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising

from or relating to any suspension of the SaaS Services in accordance with this Section 10.3. Nothing in this Section 10.3 will limit CP's rights under Section 10.5 below.

10.4. **Exclusive Reasons for Termination.** To the extent permitted by law, the parties waive any right to terminate, rescind, or otherwise end the Agreement, on grounds other than those set out herein.

10.5. **Effect of Termination**.

(i). Upon expiration or termination of this Agreement CP shall immediately cease providing the SaaS Services and all usage rights granted under this Agreement shall terminate.

(ii). If CP terminates this Agreement due to a material, uncured breach by CUSTOMER, then CUSTOMER shall immediately pay to CP or Partner (if purchased through a Partner) all amounts then due or to become due during any Order issued under. If CUSTOMER terminates this Agreement due to an uncured material breach by CP, then CP shall immediately refund to CUSTOMER all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered for the remainder of the (Initial) Subscription Period.

(iii). Upon termination of this Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall promptly return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

(iv). At the end of the Subscription Term or upon termination CUSTOMER has 15 days from that date (the "Retrieval Period") to:

(a). remove its Customer Data from the SaaS Services by using the available tools within the SaaS Services; or

(b). if CUSTOMER elects, appoint CP to remove its Customer Data in accordance with the process set out in Section (v) of this Section 10.5.

(v). If CUSTOMER wishes to retrieve or remove its Customer Data in a format other than what is available in the SaaS Services, then CUSTOMER may submit a written request to CP setting out CUSTOMER'S preferences and requirements. CP will endeavour to provide CUSTOMER with a "Transition Out Plan" or similar proposal together with a fee proposal promptly after receipt of the Customer's request. At the expiry of the Retrieval Period or completion of the Transition Out Plan (as applicable) CP may delete the Customer Data from the SaaS Services.

(vi). Notwithstanding the fact that the Agreement has been terminated the terms and conditions set out in this Agreement will apply during the Retrieval Period. CP does not warrant that the format of the Customer Data will, when extracted from the SaaS Services be compatible with any software.

10.6. **Termination of Orders.** All Orders issued under this Agreement shall terminate immediately on termination of this Agreement in accordance with this section 10, unless agreed otherwise.

11. **PERSONAL DATA AND PRIVACY**

11.1. **Scope.** The parties will comply with Data Protection Laws relating to CP's processing of CUSTOMER GROUP personal data as part of the SaaS Services provided pursuant to this Agreement. Parties may further detail the aforementioned in a Data Processor Agreement which, if agreed between the parties, will form part of this Agreement as a separate Exhibit. If no separate Data Processor Agreement is executed, this Agreement will be considered a data processing agreement as defined under Data Protection Laws.

12. **GENERAL.**

12.1. **Non-Exclusive Service.** CUSTOMER acknowledges that SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict CP's ability to provide the SaaS Services or other technology, including any features or functionality first developed for CUSTOMER, to other parties.

12.2. **License administration and Audit.** CUSTOMER shall keep complete and accurate books and records of its use of the SaaS Services to demonstrate its compliance with this Agreement. Further, CP may audit CUSTOMER's use of the SaaS Services in order to verify compliance with this Agreement. CUSTOMER agrees to cooperate with CP's reasonable request for access to CUSTOMER's computer systems to ensure CUSTOMER's adherence with the license terms hereunder.

12.3. **Notices.** Any notice required or permitted to be given by CUSTOMER hereunder shall be in writing and delivered by courier or overnight delivery services, by email (with a read-receipt) or by certified mail, and in each instance will be deemed given upon receipt. Any such notice shall be delivered or sent to LEGALNOTICES@CENTREPAL.COM.

12.4. Governing Law and Disputes.

(i). The laws of Victoria, Australia shall govern this Agreement, and the parties submit to the jurisdiction of the courts of Victoria.

(ii). Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by mediation administered by the Resolution Institute in accordance with its rules. The place of mediation shall be in Melbourne, Australia.

12.5. **Legal Effect.** This Agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the SaaS Services. This Agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

12.6. **Assignment.** Neither party may assign any rights, duties, obligations or privileges under this Agreement without the prior written consent of the other party. Furthermore, CUSTOMER may not assign (or pledge) a claim against CP in a way that is valid under applicable property law without the prior written consent of CP. A change of control or ownership shall not be deemed to be an assignment under this Section 12.6 so long as the new owner has expressly assumed in writing all of the duties and obligations of the assignor and further provided, that CUSTOMER shall remain liable and responsible to CP (and its licensors) for the performance and observance of all such duties and obligations.

12.7. **Severability.** Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.

12.8. **Limitation on Effect of Waiver.** Failure on the part of CP to exercise, or CP's delay in exercising, any of CP's rights hereunder shall not be construed as a waiver or waiver of other breaches of this Agreement. Any single or partial exercise by a party of any right shall not preclude any other or future exercise thereof or the exercise of any other right in the Agreement.

12.9. **Entire Agreement and Amendments.** The Agreement contains the entire understanding of the parties with respect to the transactions contemplated and supersedes any prior agreements or understandings among the parties with respect to the subject matter hereof. Except as expressly agreed otherwise in this Agreement, the provisions of the Agreement may be amended only in writing signed by authorised representatives of both parties indemnify CP, its directors, officers, and employees, from any claim, suit or dispute alleging that CUSTOMER has exported the SaaS Services in violation of such laws.

12.10. **Construction.** The headings in this Agreement are for convenience of the parties only. They do not constitute a portion of this Agreement and shall not be used in interpreting the construction of this Agreement.

12.11. **Third Party Beneficiary.** CUSTOMER hereby agrees that the licensors of Third Party Software shall be considered third party beneficiaries of this Agreement and shall be entitled to bring a direct action against CUSTOMER in the event of breach of any applicable provisions of this Agreement, pursuant to the terms and conditions of this Agreement.

12.12. **Force Majeure.** Neither party shall be in default if failure to perform any obligation hereunder is caused solely by unforeseen supervening conditions beyond that party's reasonable control, which could not have been prevented by the non-performing party's reasonable precautions, commercially accepted processes or substitute services, including acts of God, pandemic, government order locked down, civil disturbances, strikes and labour disputes.

12.13. **Survival.** The rights and obligations of the parties which by their nature extend beyond the expiration or termination of the Agreement shall survive termination or expiry of this Agreement for any reason.

12.14. **Negation of Agency and Similar Relationships.** Nothing contained in this Agreement shall be deemed to create an agency, joint venture or partnership relationship.

12.15. **Support Contact Information.** Phone numbers and contact information can be found on CP's support web site at "www.centrepal.com".