

RISKMAN.NET

SOFTWARE USER'S LICENCE

NO: _____

THIS AGREEMENT is made

BETWEEN:

The Customer set out in Schedule 2 of this Agreement
("Customer")

AND

RiskMan International Pty Ltd
Trading as RLDatix
ACN 124 110 201
Level 3, 11 Meaden Street
SOUTHBANK VICTORIA 3006
("RLDatix")

1 Definitions

In this Agreement and the Schedules unless the context requires otherwise, the following terms have the following meanings:

- **"Associated Documentation"** means any user manuals and other printed materials supplied by RLDatix which are designed to assist or supplement the understanding or application of the Licensed Program;
- **"Claim"** means any claim, demand, action or proceeding;
- **"Commencement Date"** means the date of execution of this Agreement by both parties;
- **"Initial Term"** means Three (3) Years from the Commencement Date unless terminated earlier in terms of clauses 10.1 or 10.3;
- **"Confidential Information"** means all confidential, non-public or proprietary information exchanged between the parties before, on or after the date of this agreement relating to the business, technology or other affairs of the disclosing party but excludes information:
 - (a) which is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed by one party to the other party;
 - (b) which the recipient party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party (other than if such knowledge arose from disclosure of information in breach of an obligation of confidentiality) or;
 - (c) which the recipient party acquires from a third party entitled to disclose it;
- **"Consequential Loss"** means any loss or damage suffered by a party or any other person which is indirect or consequential, and includes, but is not limited to, loss of business profits, loss of sales, loss of business opportunities, finance costs, loss of savings, interest, losses resulting from breach of a contract with a third party, whether or not the possible incidence thereof may have been known to RLDatix losses arising out of or resulting from negligence, breach of contract, statute or otherwise in connection with the performance of the Licensed Program or the failure of the Licensed Program to perform to any published specifications or losses from any delays on the part of RLDatix in performing any service for the Customer or any failure by RLDatix to perform any such service;

- **"Intellectual Property Rights"** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, business and domain names, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, including Moral Rights;
- **"Licensed Program"** means a licensed computer program and software proprietary to RLDatix consisting of computer instructions in machine readable form and any related licensed material provided for use in connection with the computer program licensed hereby. Such licensed material will consist of but is not limited to user manuals and instructions on the use and internal logic of the licensed computer program. A description of the Licensed Program (including any modules thereof licensed hereby) is described in Schedule 3 of this Agreement;
- **"Licensed Sites"** means the sites selected by the Customer and described in Schedule 3 of this Agreement, at which RLDatix has granted use of the Licensed Program;
- **"Loss"** means any loss or damage whatsoever and howsoever caused and includes, without limitation, loss or damage caused by negligence, injury to or death of any person, damage to real or personal property (including intellectual property) of any person, loss of income or profits, actual or prospective liability to any third party, any legal costs arising from a Claim (on a full indemnity basis), and any indirect or Consequential Loss or damage;
- **"Moral Right"** means:
 - (a) a right of attribution of authorship; or
 - (b) a right not to have authorship falsely attributed; or
 - (c) a right of integrity of authorship; or
 - (d) a right of a similar nature;which is conferred by statute, and which exists or comes to exist anywhere in the world in a deliverable form comprised within this agreement;
- **"Nominated User"** means the single user, selected by the Customer, who will liaise with RLDatix on all support matters;

2 Licence

- 2.1 The Customer agrees to pay the Licensed Program fees and charges specified in Schedule 3 of this Agreement ("Licence Fee") and to accept the responsibility for the use of the Licensed Program and for the results so obtained.
- 2.2 Subject to the terms and conditions of this Agreement, RLDatix hereby grants to the Customer a non-transferable and non-exclusive licence to install the Licensed Program as specified in Schedule 4 of this Agreement and use the Licensed Program at the sites specified in Schedule 3 of this Agreement. RLDatix also agrees to provide maintenance and support services as specified and referred to in Schedule 6 of this Agreement.
- 2.3 This Agreement is effective from the Commencement Date and will remain in effect until terminated by either party as set out in clause 10 of this Agreement.
- 2.4 RLDatix licenses the Customer to use the Licensed Program in accordance with the terms and conditions of this Agreement. The licence hereby granted is personal to the Customer and does not include a right to sub-license use of the Licensed Program, nor is the licence capable of effective assignment by the Customer without the prior written consent of RLDatix.
- 2.5 The Customer acknowledges that there is no transfer of title or ownership of the Licensed Program (including the Associated Documentation and any modifications to the Licensed Program or the

Associated Documentation) to the Customer. The Associated Documentation is loaned to the Customer for the duration of this licence, and shall be returned by the Customer to RLDatix on termination for any reason of this licence.

3 Use of the Licensed Program

3.1 The licence granted under this Agreement authorises the Customer to install the Licensed Program and to use such Licensed Program in accordance with normal operating procedures or as notified from time to time by RLDatix.

3.2 (a) Subject to clause 3.2(b), the Customer shall not copy, alter, modify, reverse engineer or reproduce the Licensed Program without RLDatix's prior written consent.

(b) Notwithstanding clause 3.2(a), the Customer may:

- i.** make one (1) back-up copy of the Licensed Program solely for system back-up purposes; and
- ii.** for its internal use only, make copies of all training materials included in the Associated Documentation as may be provided by RLDatix in relation to the Licensed Program and its operation, solely for distribution to and use by its employees in a training environment.

3.3 The Customer shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Licensed Program except to produce a machine-readable copy for back-up purposes (as provided for by clause 3.2(b)(i)) and installation of any new versions of the Licensed Program authorised by RLDatix.

3.4 In addition to other remedies available to RLDatix under this Agreement or otherwise, any unauthorised use, alteration, modification, reverse engineering, reproduction, publication, disclosure or transfer of the Licensed Program will entitle RLDatix to every available equitable remedy against the Customer, including injunctive relief.

4 Other Services

4.1 Maintenance and Support

RLDatix agrees to provide maintenance and support services as specified and referred to in Schedule 6 of this Agreement.

4.2 New Releases

From time to time, RLDatix may at its sole discretion, provide new releases or versions of the Licensed Program to the Customer provided no fees or other amounts due and payable under this Agreement are then outstanding by the Customer. If any fees or other amounts due and payable under this Agreement are due and payable but unpaid, RLDatix will then notify the Customer, in which case such sums as are so notified shall immediately be paid by the Customer, and such payment shall be a condition precedent to the provision by RLDatix of any new releases or versions of the Licensed Program. RLDatix has the right to refuse support services on a release or version of the Licensed Program which is not the current or prior-to-current version or has been altered other than by an authorised RLDatix modification. Such releases or versions will be deemed to be the current release or version forty (40) days after shipment to the Customer. RLDatix also has the right to charge for any additional effort in providing support services for the Licensed Program because of unauthorised alterations made to it or for a release or version which is not current.

4.3 Technical Support

(a) The Customer may submit and RLDatix will accept documentation indicating that an error exists in the Licensed Program, providing that the documentation is in a format prescribed from time to time by RLDatix, which can be found on the RLDatix website: www.riskman.net.au. The preparation of such documentation is the Customer's responsibility.

- (b) If an error is shown to exist in the current unaltered version of the Licensed Program (or version that has been altered with an authorised RLDatix modification) then RLDatix will respond by either issuing a correction to the code or to the documentation or by issuing a restriction or a by-pass.
- (c) The Customer acknowledges that while RLDatix will employ its best endeavours to correct any errors in the Licensed Program, errors arising from future modifications or interventions through third party software may not be capable of correction.

5 Copying of Associated Documentation

- 5.1** Subject to clause 3.2(b), the Customer shall not copy or reproduce the Associated Documentation by any means or in any form without RLDatix's prior written consent.
- 5.2** If requested by RLDatix, the Customer shall issue a notice in a form approved by RLDatix to nominated employees, or other authorised users of the Licensed Program under its direction or control, advising such persons of the Customer's obligations under this clause and also advising of the possible civil and criminal consequences of a breach of this clause.

6 Modifications

- 6.1** The Customer shall not modify or alter the Licensed Program or merge all or any part of the Licensed Program with any other licensed program without RLDatix's written permission.
- 6.2** If the Licensed Program is modified or altered by RLDatix, or by the Customer with the permission of RLDatix pursuant to clause 6.1:
 - (a) the costs associated with the modifications or alterations or the costs arising out of the investigation of the effects of such proposed modifications or alterations will be borne solely by the Customer; and
 - (b) the Customer shall fully indemnify and shall keep indemnified RLDatix against all liability which may be incurred by RLDatix if such modifications or alterations infringe any intellectual or industrial property rights of a third person or otherwise cause RLDatix to suffer loss, damages or expense.
- 6.3** The Licensed Program as modified or altered remains the sole and exclusive property of RLDatix in all respects whether modified by the Customer, RLDatix or a third party and whether or not such modifications are authorised pursuant to this Agreement. Specifically, the Customer vests in RLDatix all Intellectual Property Rights arising out of any modifications to the Licensed Program.
- 6.4** This Agreement shall apply to the Licensed Program as modified or altered.

7 Ownership of Licensed Program

- 7.1** (a) RLDatix retains ownership of the Licensed Program and all Associated Documentation whether in its original form or as modified by the Customer during the term of this Agreement.
 - (b) Without limiting clause 7.1(a), RLDatix may use in any way it thinks fit the Licensed Program where that Licensed Program has been tailored or modified at the request of the Customer for demonstration and design purposes for other existing and prospective customers of RLDatix, subject to RLDatix's obligations of confidence in clause 19.
- 7.2** All Intellectual Property Rights in the Licensed Program and all Associated Documentation are retained by RLDatix.

7.3 Nothing in this Agreement affects the ownership of Moral Rights in the Licensed Program and the Associated Documentation.

8 Escrow

8.1 If requested by the Customer, RLDatix, shall deliver a copy of the software in source code into the custody of a mutually acceptable third party.

8.2 In the event that the source code is to be held in escrow pursuant to clause 8.1 the parties will ensure that an escrow agreement in an agreed form is executed on or prior to the commencement date, pursuant to which agreement the nominated escrow agent is authorised to release the source code to the customer on the occurrence of specified contingencies as mutually agreed.

8.3 The Customer will be responsible for all costs in the set-up and maintenance of the escrow agreement.

9 Security of the Licensed Program

9.1 The Licensed Program and the Associated Documentation are and remain at all times the property of RLDatix. Notwithstanding, the Customer will be solely responsible for the use, supervision, management and control of the Licensed Program and Associated Documentation.

9.2 The Customer will ensure that the Licensed Program is protected at all times from access, use or misuse, damage or destruction by any person not authorised by RLDatix for that purpose.

9.3 The Customer shall keep accurate records of copying or modification of the Licensed Program. The Customer shall permit RLDatix, with reasonable notice, to inspect such records at any time during the Customer's normal business hours. If RLDatix requests, the Customer shall furnish to RLDatix a copy of all or any part of such records.

9.4 The Customer will ensure, before disposing of any media used to contain the Licensed Program, that the Licensed Program contained on that media is destroyed.

10 Termination

10.1 Without limiting the generality of any other clause in this Agreement, RLDatix may terminate this Agreement (and the licence hereby granted) immediately by notice in writing to the Customer if:

- (a)** the Customer fails to pay the Licence Fee or any other fee charge or other amount owing to RLDatix within the agreed payment terms;
- (b)** the Customer breaches any clause of this Agreement and such breach is not remedied within seven (7) days of written notice by RLDatix;
- (c)** the Customer disposes of the Licensed Program and / or has no further intention to use the Licenced Program;
- (d)** the Customer disposes of the computer(s) upon which the Licensed Program has been installed or is otherwise no longer able to utilise the Licensed Program or comply with its obligations under this Agreement;
- (e)** the Customer uses the Licensed Program on any computer or network other than the computers or network for which the Licensed Product was purchased as described in the relevant purchase order or Agreement between RLDatix and the Customer;
- (f)** the Customer purports or attempts to transfer, assign, lease, sub-licence or otherwise deal with the licence granted under this Agreement without the prior written approval of RLDatix.

10.2 Without limiting the generality of any other clause in this Agreement, the Customer may terminate this Agreement (and the licence hereby granted) immediately by notice in writing to RLDatix if:

- (a) RLDatix breaches any clause of this Agreement and such breach is not remedied within seven (7) days of written notice by the Customer;
- (b) RLDatix becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency or administration;
- (c) RLDatix ceases to conduct its business in the normal manner.

10.3 Without limiting the generality of any other clause in this Agreement, RLDatix may terminate this Agreement immediately by notice in writing to the Customer if:

- (a) the Customer, being a body corporate, becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency or administration;
- (b) the Customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
- (c) the Customer, being a natural person, is declared bankrupt, or threatens or resolves to become or is in jeopardy of becoming bankrupt, or dies; or
- (d) the Customer ceases or threatens to cease conducting its business in the normal manner or, in the opinion of RLDatix is unable to pay its debts as and when incurred.

10.4 Notwithstanding any other provision of this Agreement, RLDatix may terminate this Agreement upon thirty (30) days prior written notice to the Customer to that effect.

10.5 If notice is given to the Customer pursuant to clauses 10.1, 10.2 or 10.3, RLDatix may, in addition to terminating the Agreement:

- (a) repossess the Licensed Program, any copies of the Licensed Program and the Associated Documentation in the possession, custody or control of the Customer;
- (b) retain any moneys paid by the Customer provided that RLDatix shall refund to the Customer a pro-rata sum equal to the unexpired term of the license of the Licensed Program for which moneys had been paid;
- (c) be regarded as discharged from any further obligations under this Agreement; and
- (d) pursue any additional or alternative remedies provided by law.

10.6 Upon termination of this Agreement, the Customer shall immediately on request furnish RLDatix with written notification that the Licensed Program, the Associated Documentation and all copies of the Licensed Program and the Associated Documentation have been returned to RLDatix or otherwise disposed of at the direction of RLDatix. The Licensed Program, the Associated Documentation and any related licensed material are and remain at all times the property of RLDatix.

10.7 Notwithstanding any other provision of this Agreement, at any time after the expiry of the Initial Term, the Customer may terminate this Agreement by giving six (6) month's written notice to RLDatix.

10.8 Nothing in this clause 10 prejudices the rights and remedies of a party accrued prior to termination with respect to breaches of any provision of this agreement.

11 Limitation of Liability

11.1 (a) Subject to clause 11.1(b) and clause 12, RLDatix's liability to the Customer for any Loss incurred by the Customer arising out of or in connecting with the provision of the Licenced Program, whether in contract, tort or otherwise, is limited to the total amount paid by the Customer to RLDatix under this Agreement.

(b) Notwithstanding clause 11.1(a), where the relevant liability is an insured risk under any insurance policy effected in accordance with this Agreement, RLDatix's liability for Loss shall be limited to either the maximum amount which is noted under that policy as the maximum limit of indemnity payable in respect of that liability, or the amount paid to RLDatix in respect of any such Claim made, whichever is the lesser.

11.2 To the full extent permitted by law, RLDatix excludes any liability to the Customer for Consequential Loss.

11.3 Subject to clause 12, all liability of RLDatix to the Customer will cease after six months from the date the Customer became, or ought reasonably to have become aware ("Relevant Date"), of any Claim arising in connection with RLDatix's provision of the Licensed Program unless the Customer provides written notification to RLDatix of its Claim within six months of the Relevant Date.

12 Limitation of Other Liability

12.1 Subject to this Agreement, except as provided or implied by law, RLDatix provides no warranty, guarantee or similar right in respect of the Licensed Program. To the full extent permitted by law, RLDatix excludes any warranty, guarantee or similar right provided or implied by law.

12.2 If any warranty, guarantee or similar right provided or implied by law applies to RLDatix's supply of the Licensed Program to the Customer and cannot be excluded, to the full extent permitted by law RLDatix limits liability to supplying the Licensed Program again or to the payment of the cost of having the Licensed Program supplied again.

12.3 Nothing in this Agreement excludes, restricts or modifies any warranty, guarantee or similar right provided or implied by law which cannot be excluded, restricted or modified.

13 Warranties

13.1 (a) RLDatix warrants to the Customer that:

(i) it has the right and authority to grant the Licence; and

(ii) that the Licensed Program will perform in substantial conformance with the published specifications incorporated in the product documentation provided by RLDatix for a period of ninety (90) days from the date of receipt of the Licensed Program by the Customer.

13.2 (a) RLDatix does not represent or warrant that the Licensed Program is error free, or that it meets the Customer's particular requirements, or will work or operate in conjunction with any third-party software or hardware configuration.

(b) Notwithstanding paragraph 13.2(a), RLDatix warrants that, to the best of its knowledge and belief, the Licensed Program will nominally operate (subject to any operating errors or defects) in conjunction with the Customer's hardware and software platform specified in Schedule 4. The warranty is subject to the Customer's description of the hardware and software platform specified in Schedule 4 being accurate and complete.

13.3 The Customer:

(a) accepts the sole responsibility for the accuracy and appropriateness of all data inputs and the results obtained as a result of the application of that data and the licensed use of the Licensed Program; and

(b) acknowledges that RLDatix and its directors, servants and agents shall have no liability for, and agrees to indemnify and to keep indemnified RLDatix, its directors, servants and agents in

respect of any loss, damage, Claim caused or suffered by the Customer or by any third party who may seek to rely on the results of both the application of the data referred to in clause 13.3 (a) and the licensed use of the Licensed Program.

13.4 The Customer agrees that it will not permit the use or application of the Licensed Program in such a manner as may or would likely be in breach of any law, statute or legislation dealing with the protection of information about an individual or corporation and the Customer hereby indemnifies and agrees to keep indemnified each of RLDatix, its directors, servants and agents from and against any cost, claim, loss, and expense which may be suffered as a result of such breach.

14 Notices

14.1 A notice, approval, consent or other communication in connection with this Agreement must be in writing and must be sent by e-mail to the e-mail address of the addressee which is specified in this Agreement or, if the addressee notifies another e-mail address then to that e-mail address.

14.2 An e-mail is taken to be received on the date and time at which it enters the recipient's information system (as shown in a confirmation of delivery report from the sender's information system, which indicates that the e-mail was sent to the e-mail address of the recipient notified for the purposes of this clause).

15 Severability

15.1 If any provision of this Agreement is void or voidable by any party or unenforceable or illegal:

- (a)** if the provision would not be void or voidable or unenforceable or illegal if a word or words were omitted, that word or those words are hereby severed; and
- (b)** in any other case, the whole provision is hereby severed, and the remainder of the Agreement has full force and effect.

16 Waiver

Subject to any express consent in writing of any of the parties hereto, no waiver by any party of any default in the strict and literal performance of and compliance with any provision, condition and requirement herein shall be deemed to be a waiver of the strict and literal performance of and compliance with any provision, condition or requirement in the future; nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

17 Force Majeure

17.1 Neither party shall be liable for delays in any of its performance of this Agreement due to causes beyond its reasonable control ("force majeure"), including but not limited to, acts of God, strikes, lockouts, governmental regulations superimposed after the fact, civil war or uprising, fire, power failures, earthquakes or any other disaster (except for a failure by RLDatix to implement appropriate off-site disaster backup measures). The affected party will notify the other party immediately upon occurrence of such an event.

17.2 If after a period of 3 months the force majeure persists, either party may terminate this Agreement on giving 14 days' notice of its intention to do so.

17.3 This clause shall not apply to any obligation to pay money.

18 Mediation

18.1 In the event of any dispute, controversy or disagreement in relation to this Agreement, the Customer or RLDatix may give notice to the other in writing of such dispute, controversy or disagreement. If the dispute remains unresolved for fourteen (14) days then the parties agree that the dispute will be referred to mediation under the then current rules for mediation used by the Resolution Institute in Melbourne, Australia. Unless otherwise agreed by the parties, the mediation will take place in Melbourne, Australia.

18.2 Notwithstanding clause 18.1, all problems raised by support calls made by the Customer must be dealt with in accordance with the procedure described in item 1.5 of Schedule 6.

19 Confidentiality

19.1 No Confidential Information of a party may be disclosed by the other party to any person except:

- (a) with the consent of the party who supplied the information, which consent may be given or withheld in its absolute discretion;
- (b) if the recipient party is required to disclose the information by law or a stock exchange; or
- (c) if the recipient party is required to disclose the information in connection with legal proceedings relating to this agreement.

19.2 This clause will survive the termination of this Agreement without limitation in point of time.

20 Privacy

RLDatix will, in respect of Personal Information (as that term is defined in the *Privacy Act 1988* (Cth)) that is processed in connection with the Agreement:

- 20.1** Use, access, retain or disclose Personal Information obtained in connection with the Customer contract only for the purpose for which the Personal Information was acquired;
- 20.2** Not do any act or engage in any practice that would breach the *Privacy Act 1988* (Cth) or an Australian Privacy Principle or similar legislation or regulations which the Customer is required to comply with from time to time, including the *Privacy and Data Protection Act 2014* (Vic) and the *Health Records Act 2001* (Vic);
- 20.3** Ensure that all RLDatix personnel or subcontractors who may be fulfilling a requirement in relation to the Customer contract are made aware of their obligations under the Privacy Act;
- 20.4** Cooperate with the Customer to resolve any complaint alleging a breach of any applicable Privacy laws; and
- 20.5** Immediately notify the Customer of upon becoming aware of any actual or alleged breach of the Privacy Act.

21 Governing Law

This Agreement is to be construed in accordance with and governed by the laws of the State of Victoria and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Victoria and Courts entitled to hear appeals therefrom.

22 Goods and Services Tax

22.1 In this clause the expressions "consideration" "GST", "input tax credit", "recipient", "supply" and "tax invoice" have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

22.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.

22.3 If GST is payable by the supplier on any supply made under this document the recipient will pay to the supplier an amount equal to the GST payable on the supply. That amount will be paid at the same time that the consideration for the supply is payable under the document and will be paid in addition to the consideration. The supplier shall upon receiving that amount from the recipient provide the recipient with a tax invoice in respect of the supply.

22.4 Where the recipient is required to pay for or reimburse an expense or outgoing of the supplier, the amount to be paid by the recipient is the amount of the expense or outgoing less any input tax credit in respect of such expense or outgoing that the supplier is entitled to.

23 Insurance

RLDatix will hold the following insurance for the initial term of this agreement and for a period of 12 months after the termination of the Agreement:

- Public and Product Liability insurance of \$10,000,000 for each and every claim;
- Professional Indemnity Insurance of \$5,000,000 for each and every claim; and
- Workers compensation insurance as required by law.

24 Entire Agreement

This agreement constitutes the entire understanding and agreement between RLDatix and the Customer in relation to its subject matter. Any prior representation, arrangement, agreement or undertaking given or received by either party is superseded and shall have no effect.

Executed by the parties

Signed for and on behalf of the **Customer**)
by the Customer's duly authorised)
representative in the presence of:)

[signature of authorised person]

[signature of witness]

[name of authorised person]

[name of witness]

[title]

Date _____

Signed for and on behalf of **RLDatix (RiskMan)
International Pty Ltd) ACN 124 110 201**)
by its duly authorised representative)
in the presence of:)

[signature of authorised person]

[signature of witness]

[name of authorised person]

[name of witness]

[title]

Date _____

SCHEDULE 1
Commencement Date
This Agreement commences on the date of execution System Licence commences on first Go Live of the system

SCHEDULE 2
Customer
<Customer Name> at <Customer Address>

SCHEDULE 3
Licensed Program & Fees
<p>The Licenced Program is the proprietary web-based software application product of RLDatix known as "RiskMan.Net".</p> <p>Licence Fee: The Customer purchased a {xxx} Licence for the following modules: The Licence Fees included access to {XXX} named Users across the customer's facilities.</p> <p>Annual Support and Maintenance The annual Support and Maintenance fees are to be invoiced in advance each year on the anniversary of the initial Module Go Live date. The fees will be adjusted once annually in alignment with changes in the Australian Consumer Price Index as published by the Australian Bureau of Statistics. The current Annual Maintenance and Support fees at the time of signing of this Agreement are: Schedule 6 includes detailed information on the Support and Maintenance Services which apply under this Agreement.</p> <p>Taxes and Payment terms: In addition to the {XXX} Fees payable above, the Customer agrees to pay amounts equal to any taxes (other than income taxes), duties or fees levied or based on these charges or upon this agreement. Specifically, the Customer agrees to pay an amount equal to any Goods and Services Tax or sales tax levied or based on these charges. Periodic charges where applicable are subject to change by RLDatix upon thirty (30) days written notice to the Customer. Payment by the Customer will be made within thirty (30) days after the date of invoice. Penalty Interest will apply for payments which have been outstanding for more than 30 days from the date of invoice. Simple interest will be calculated on a daily basis to any overdue amount, at the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic).</p>

SCHEDULE 4

Infrastructure

Customer IT infrastructure

The Licensed Program is hosted on the Customer's IT Infrastructure

RLDatix will establish and maintain a 'Development (DEV) environment' for implementation and ongoing support.

The Customer will at a minimum establish and maintain the following Customer environments:

- Non-Production environment - Training/Test
- Production environment

The Customer will ensure that it holds the relevant licenses (excluding Riskman.Net) for all infrastructure environments.

The minimum specification for the Production environment will consist of the following:

Web Server

Windows 2016 server with MS Information Server (IIS) Role installed

Minimum 8 GB RAM, increased RAM should be considered for clients with 1000+ users or clients with heavy reporting requirements)

Quad Core CPU

Microsoft .NET 4.5 or later (for RiskMan Versions 16.02 and above)

Microsoft.NET 4.0 or later (for earlier RiskMan Versions)

Database Server

Windows 2016 Server

Microsoft SQL server 2016

Minimum 16 GB RAM, increased RAM should be considered if the RiskMan database is co-resident with other active databases

Sufficient free disk space to support 20MB per 1000 incidents expected

Minimum Quad Core CPU

Suitable backup schedule

UPS recommended

Client environment (Web browser)

Microsoft Internet explorer v11.0 or higher

Adobe Acrobat (PDF) Reader

MS Word & Excel for further report output options

Email Interface (Required): Accessible SMTP mail gateway (e.g. Microsoft Exchange), for email dispatching.

Network Directory Interface (Optional): Accessible LDAP Network Directory if directory authentication sign-in option is activated (e.g. MS Active Directory). User authentication can be self-contained within RiskMan without the need for network directory integration to be activated.

Network-level Security: It is highly recommended, if the web server is "externally facing" (i.e. visible to the public internet), that SSL security protocol (HTTPS) is activated on the MS IIS Web Server, and the web server is installed in a de-militarized zone, with firewall separation between the web server and the database server. This is not essential if the web server is internally facing only.

RLDatix recommend that the Customer implements IP restriction (whitelisted IP addresses).

SCHEDULE 5

Consultancy Services

Ad-hoc Implementation, Training and Technical Services:

Ad-hoc services for consultancy, enhancements, custom developments, training and non-support tasks are available upon request. The current services rate is AUD \$205 per hour. RLDatix reserves the right to increase the services rate periodically.

Travel Expenses:

Travel time is billed for all on site services provided. Occasions which will require accommodation and expenses include instances where more than one consecutive days consulting is required OR where the travel requirements necessitate an overnight stay. Travel time shall be charged at AUD \$120 per hour for regional sites for road travel and flight time only. Expenses shall be billed at cost for accommodation, car hire, taxi fares, parking, tolls and flexible economy airfares (all endeavours to obtain reasonable rates shall apply). RLDatix will book and pay for travel and will seek reimbursement from the Customer.

Wherever feasible and practical, RLDatix offers web conferencing facilities as an alternate choice to our clients for service delivery, to minimise travel requirements and expenses.

SCHEDULE 6

Maintenance and Support - Service Level Agreement (SLA)

This Schedule specifies the maintenance and support services under this Agreement.

RLDatix will provide the following Maintenance and Support Services:

- 1) Help desk Level 2 Support to the nominated key Customer personnel (System Administrator Level), including assistance and guidance for:
 - a) Technical system problems
 - b) Systems administration functions
 - c) Usability questions
 - d) Data analysis or reporting queries

These are generally resolved at a non-technical level.

- 2) Help desk Level 3 Support to the nominated key Customer personnel (System Administrator Level)

This includes assistance with any application bug, systems error, or application degradation Usually entails direct interaction with the Customer's technical service group.

- 3) All standard version upgrades
- 4) Support for 2 versions behind the current version release
- 5) Support Coverage for all system environments including Development/testing/training and production
- 6) Invitation to the RiskMan User Group meeting
- 7) Access to on-line user forum

Excluded are Premium Support Services (Level 1), although these would be available to the Customer in a separate Agreement if required in future.

Support Help Desk

RLDatix will provide a support helpdesk to function as the first point of contact for support queries and defect reporting. The customer is able to communicate with the helpdesk via telephone, email or via the inbuilt "Contact Helpdesk" page on the RiskMan.Net Help Menu, between 8:00am and 6:00pm AEST Monday to Friday (excluding Victorian Public Holidays).

Where the Normal Working day is not a working day in Melbourne, RLDatix will provide the support during business hours in the next working day in Melbourne Victoria.

On-site support may be provided by RLDatix at RLDatix's discretion. RLDatix reserves the right to charge for any on-site support services provided.

RLDatix must provide the maintenance and support services for the term specified in this Agreement and any further terms agreed until the maintenance and support services are terminated by a party providing to the other party no less than 6 months' notice.

RLDatix must make every reasonable attempt to provide timely resolution (including but not limited to error-correction) of all problems (excluding change requests) raised by support calls, as per the following Table 1.

Table 1: Severity levels and responses

Severity	Description	Response
Critical	The Incident affects critical functionality or critical data. For Example: Production System down at one or more sites. System error resulting in potential breach of privacy or confidentiality.	RLDatix to: Acknowledge immediately on call from user Initial telephone/email response within 1 hour during business hours. Work around developed within 2 hours during business hours.
High	The Incident has a major impact on essential functionality or affects major data. Problem has business impact but can be worked around with significant disruption to normal work practices.	RLDatix: Acknowledge immediately on call from user Telephone/email response within 1 hour during business hours. Work around developed within 8 hours during business hours.
Medium	The Incident affects moderate functionality or non-critical data. Functionality of the system as a whole is not impacted. Tasks can be worked around with minimum disruption to work practices.	RLDatix: Acknowledge immediately on call from user. Telephone/email acknowledgement within 1 hour during business hours. Work around developed within 48 hours during business hours.
Low	The incident has minor to no effect on functionality or data.	RLDatix to: Acknowledge immediately on call from user. Telephone/email acknowledgement within 1 hours

Maintenance and New Releases of the licenced modules (“Releases”)

RLDatix will advise the Customer of the availability of new Releases or versions of the licenced System when they become available. These Releases may contain corrections (bug fixes) and minor enhancements. The Customer is responsible for upgrading its environments to the provided versions.

RLDatix reserves the right to suspend the provision of support services and releases if the Customer’s account is in arrears.

RLDatix has the right, upon providing 6 month’s prior written notice to the Customer, to refuse support services on a Release or version of the licenced System which is not the current or prior-to-current version or where the licenced system has been altered by someone other than by an authorised RLDatix modification.

Releases or versions will be deemed to be the current Release or version forty (40) days after shipment to The Customer.

RLDatix has the right to charge for any additional effort in providing support services for the Licenced Software because of unauthorised alterations made to it or for a Release or version which is not current.

RLDatix must make every reasonable attempt to issue major Releases once per annum, with interim Releases available to address specific issues and/or defects, at no additional Cost to the Customer.

RLDatix must update and provide Documentation in conjunction with all Releases. This documentation must outline which changes are contained in the Release.

Defect Support

The Customer may submit and RLDatix will accept documentation indicating that a Defect exists in the licenced System, providing that the documentation is in the specified RLDatix format and it is logged via the Support Helpdesk. The preparation of such documentation is the Customer’s responsibility.

RLDatix will analyse each reported defect to determine whether it is a software defect or other type of issue (e.g. misunderstanding as to the correct operation of the software), and assign a severity rating to all confirmed defects.

If a Defect is shown to exist in the current unaltered version of the licenced System (or version that has been altered with an authorised RLDatix modification) then RLDatix will respond by either issuing a correction to the code or to the documentation or by issuing a restriction or a by-pass.

Whilst RLDatix will endeavour to fix reported errors or defects, RLDatix does not warrant or guarantee that all or any errors or defects arising from future modifications or interventions to third party software will be, or are capable of being, corrected.

Problem Escalation Procedures

In the event that a dispute, difficulty or disagreement should develop between RLDatix and the Customer, the problem is to be escalated in accordance with the following procedure.

When a staff member of either organization believes that a problem cannot be resolved between the two, then either party must advise the other that he/she intends to escalate the issue. Both parties must then advise the individual within their respective organizations, at the next level of escalation, that a problem has been escalated.

The individuals within both organizations at the next level of escalation will both make judicious efforts to communicate regarding the problem and attempt to find a mutually agreed resolution.

No problem is to be escalated to more than the next immediately higher level unless:

- (a) There is no individual at that level available to resolve the issue in which case the problem is to be escalated to the next higher level and the other party to the dispute advised immediately.

(b) Both parties agree that the nature of the issue warrants accelerated escalation.

Escalation Level	The Customer	RiskMan International
One	{nominate customer representative}	Help Desk Team Lead
Two	{nominate customer representative}	Customer Success Manager
Three	{nominate customer representative}	General Manager

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