WARNING - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY SIGNING A PRODUCT SCHEDULE WITH RPM THAT INCORPORATES THESE TERMS, BY CLICKING YOU "ACCEPT" THESE TERMS AND CONDITIONS WHEN ACCESSING OR INSTALLING THE SOFTWARE OR COPYING, INSTALLING OR USING ANY PORTION OF THE SOFTWARE OR BY RECEIVING THE BENEFIT OF ANY RPM SERVICES YOU (HEREAFTER "YOU OR THE CUSTOMER") ARE CONSENTING TO BE BOUND BY THE TERMS OF AND ARE BECOMING A PARTY TO THIS AGREEMENT.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, PLEASE DO NOT SIGN THE PRODUCT SCHEDULE AND/OR DO NOT CLICK THAT YOU "ACCEPT" THESE TERMS AND CONDITIONS ON INSTALL AND/OR DO NOT USE THE SOFTWARE AND/OR RECEIVE THE RPM SERVICES.

THESE TERMS AND CONDITIONS CONTAIN VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SOFTWARE AND SERVICES PROVIDED TO YOU BY **RPM SOFTWARE PTY LTD (ACN 611 453 779) OR ITS AUTHORISED DISTRIBUTORS (HEREAFTER "RPM")**, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

IF YOU ARE NOT AN AUTHORISED USER FOR THIS SOFTWARE, ANY USE OF THIS SOFTWARE IS PROHIBITED HOWEVER SUCH UNAUTHORISED USE IS CONDITIONAL UPON AND SUBJECT TO THESE TERMS AND CONDITIONS.

THE SOFTWARE IS LICENSED NOT SOLD, ONLY IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

YOU MAY HAVE ANOTHER WRITTEN AGREEMENT DIRECTLY WITH RPM AND IF SO WHERE RPM HAS AGREED THAT WRITTEN AGREEMENT MAY SUPPLEMENT OR SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT

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1. Incorporation of Terms and Conditions. These terms and conditions (clauses 1 to 46 (inclusive) and the Schedules and annexures (if any) nominated in the Product Schedule govern your use of and access to the Products and receipt of the Services. Where you sign a Product Schedule with RPM, these terms are incorporated into that Product Schedule and shall together form a separate agreement between the parties in respect of the Products and Services detailed in that Product Schedule. RPM will nominate the applicable Schedules that apply to any Product Schedule which may include: *Schedule 1* where RPM agrees to provide Standard Support for the Products; *Schedule 2* where RPM agrees to provide Extended Support for the Products; *Schedule 3* where RPM agrees to provide a rental or Subscription License to access and use the Products; *Schedule 4* where RPM agrees to provide Hosting Services; *Schedule 5* for additional MinVu specific support if applicable; *Schedule 6* where RPM agrees to provide Consulting Services in relation to the Products and/or *Schedule 7* where RPM provides a Product via a Software-as-a-Service (SaaS) offering. Due to changes in technology and other factors, RPM may from time-to-time revise, update and amend the terms and conditions governing use of the Products and provision of any Services. RPM will identify the version of the terms and conditions that will apply at the time of installation and/or at the time of executing any Product Schedule, together with making a copy of all applicable versions of its terms and conditions available on its website. The current version of these terms and conditions is **v3.4 (10-20)**.

2. License. Subject to the terms set out below RPM grants you ("**you**"), a non-exclusive, non-sublicensable, non-transferable license to use the Products solely for your internal business operations, for the License Term.

3. Usage Restriction. The license granted under this Agreement is for the number of User Licenses, Location Licenses, Asset Licenses, Server Licenses or Site Licenses (as applicable) as agreed with RPM and specified in the Product Schedule. You must not use the Products on a virtual machine or terminal server where doing so results in the usage restrictions being circumvented. Any use of the Products inconsistent with those usage restrictions is a material breach of this Agreement.

4. Additional Licenses. Additional User Licenses, Server Licenses, Location Licenses, Asset Licenses or Site Licenses (as applicable) may be added during the License Term at the price specified in the Product Schedule or in the absence of a pre-agreed rate, at the price negotiated in good faith with RPM at the time.

5. Delivery and Installation. Except where RPM has agreed to provide hosted access to the Products, RPM or its Authorised Distributor will deliver the Products to you or make the Products available for you to download via the Internet. Delivery will occur via a delivery source selected by RPM, F.C.A (Incoterm) RPM's offices or those of its Authorised Distributor. Where made available for you to download via the Internet, delivery will be deemed to have occurred on RPM providing you with the necessary link to download the Products (irrespective of the date on which you elect to download the Product). Except where RPM has agreed to provide hosted access to the Products, RPM shall not be required to install, implement or configure the Products unless expressly agreed by RPM in a separate consulting services agreement.

6. Documentation. RPM grants you a non-exclusive, non-sublicensable, non-transferable license to use the Documentation, solely in support of your use of the Products. You may at your own expense make a reasonable number of copies of the Documentation. Any copies must include any proprietary markings or legends placed on or contained within the original Documentation. Any copies, if made, constitute Documentation subject to the terms of this Agreement.

7. Equipment. The Products should be used on equipment that, as a minimum, meets the Minimum Hardware Requirements. Except where RPM has agreed to provide hosted access to the Products, it is your responsibility to ensure those Minimum Hardware Requirements are met to operate the Products.

8. Other Restrictions. Except to the extent expressly permitted by RPM, you must not, and you must not permit any third party including any Authorised User to:

a. relicense, sublicense, rent, lease, sell, assign, lend or otherwise transfer the Products, or use the Products for the benefit of anyone other than yourself;

b. separate the component parts of any Product for use on more than one computer system (other than in respect of separately licensed components of the Product for example where a Product is licensed on the basis of both a Location License and a User License basis); or

c. copy the Products, except that you may make one copy of each Product for backup purposes provided that you affix or confirm the presence of any proprietary markings or legends placed on or contained within the original Product to the copy of the Product. The terms of this Agreement apply, with any necessary changes, to any copies of a Product made in accordance with the foregoing; or

d. use the Products to provide any application service provider (ASP), hosted or bureau services or process the data of any third party not specifically authorised by RPM;

e. use the Product to develop a product or provide a service that is competitive with the Product or any Service provided or offered to the market by RPM; or

f. directly or indirectly access or use any "non-public" application program interfaces (API's); being any API that RPM does not expressly make available for third party interface or access as further detailed in the Documentation released for each Product.

9. No Modifications. Except to the extent permitted under applicable law, you shall not modify the Products or merge all or any part of the Products with any other software without RPM's express written permission. This Agreement applies to the Products as modified.

10. No Reverse Engineering. You shall not reverse assemble or reverse compile, or otherwise attempt to determine Source Code, protocols or trade secrets of any part of the Products, or directly or indirectly allow or cause a third person to do any of the foregoing. You may not attempt to circumvent any security measures incorporated in any Dongle (if any) provided with the Product. All works created in violation of this clause are derivative works of the Products, and you assign all right, title and interest in and to those derivative works to RPM.

11. Security. You shall be solely responsible for the use, supervision, management and control of the Products (including any Dongle (if any)) and Documentation. You shall ensure that the Products (including any Dongle (if any)) and Documentation are protected at all times from misuse or unauthorised use.

12. License Fee. You must pay RPM or the Authorised Distributor (if directed by RPM) the License Fee on the payment terms agreed with RPM. The licenses granted under this Agreement will automatically be revoked in the event that you fail to pay the License Fee as set out above.

13. Maintenance Services and Maintenance Fee. Subject to payment by you of the Maintenance Fee, RPM and/or its Authorised Distributor will provide you with Maintenance Services. Unless otherwise agreed with RPM, the Maintenance Services shall commence on delivery of the Product and continue for an initial twelve (12) month maintenance period which shall automatically renew unless terminated pursuant to the terms of this Agreement. Unless terminated by either party by notice in writing in accordance with the termination provisions of the agreed Maintenance Services schedule, or otherwise in accordance with clause 30 of these terms and conditions, the Maintenance Services term shall automatically renew for successive 12-month periods with the Maintenance Fee adjusted annually in the manner detailed in the agreed Maintenance Services schedule. Your right to receive Upgrades of the Products is conditional upon the payment of all Maintenance Fees. RPM may charge additional License Fees and Maintenance Fees for any Third Party Products incorporated in an Upgrade. In the event that you have chosen to terminate Maintenance Services and then you wish to reinstate the Maintenance Services RPM may require you to pay a reinstatement fee as detailed in the agreed Maintenance Services schedule.

14. Amended Terms and Conditions with Upgrades. As a recipient of paid Maintenance Services or under a paid Subscription License you are entitled to receive Upgrades of the licensed Products as and when RPM makes those Upgrades available to its customers under its product release cycle. You acknowledge that the terms and conditions governing the use of the upgraded licensed Products may be revised, updated and amended by RPM and revised terms and conditions may apply to use of any Upgrades to the licensed Products. The terms and conditions that apply to the licensed Products following any Upgrade may be materially different to the terms and conditions accepted by you at the time you originally licensed and installed the Product. RPM will identify the version of the terms and conditions that will apply to the Upgrade of the Product and will provide you with a "click-thru" version of those applicable terms and conditions that will apply to each Upgrade and the upgraded licensed Product, together with making a copy of all applicable versions of its terms and conditions available on its website. You expressly acknowledge and agree that your acceptance, installation and use of any Upgrade of the licensed Products (as and when released by RPM) and thereafter the upgraded licensed Product, will be governed by the version of the terms and conditions accepted by you at the time of installation of the Upgrade. All prior terms and conditions in respect of the Product shall be superseded and replaced at that time.

15. IP Rights. As between RPM and you, RPM retains all right, title and interest in and to the Products (including, to avoid doubt, all material and work product resulting from performance of any Services) and the Documentation, including without limitation, any copy or derivative work of, or modification to, any part of a Product or the Documentation. You will, if required, assign (or procure the assignment) to RPM all Intellectual Property rights in and to any derivative work of or modification to a Product or the Documentation. You must not take any action which would jeopardise or interfere with RPM's ownership of and rights with respect to the Products.

16. Third Party software. You acknowledge that some Products may be provided with Third Party Products. This is third party software which RPM cannot control and for, and in respect of, which RPM bears no additional responsibility or liability beyond that disclosed. In this regard, RPM acts as licensor of those Third Party Products on terms disclosed by RPM. RPM does not grant any additional rights, assume any obligations or make any representations or warranties in respect of any such Third Party Products other than as disclosed.

17. Verification. RPM may request and gain access to your premises for the limited purpose of conducting an inspection to determine and verify your compliance with the terms of this Agreement including but not limited to usage of the Products within the required usage restrictions. RPM will give you at least five (5) days advance written notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with your normal operations. In the event that such inspections identify your usage of the Products exceeds the relevant restrictions under this Agreement, then you must immediately pay to RPM (at RPM's then current list price) the additional License Fees and Services Fees to reflect your actual use of the Products, together with RPM's costs of the inspection (including the fees of any professional advisers instructed by RPM to assist in the inspection). Your new license will become effective upon payment of such invoice.

18. Taxes. You will bear all Taxes and duties attributable to the licensing of the Products and the provision of Services. In the event that withholding tax or royalty is payable or required to be withheld and paid to any authority in relation to any supply of the Products or Services, you shall increase the amount of any payment to RPM so that the amount actually received by RPM is no less than the invoiced License Fee or Services Fee (as applicable).

19. Late payments. Invoice amounts will be considered delinquent if not received by RPM within 30 days after the invoice date. Interest will be added to delinquent amounts at the rate of 1.5% per month (being 18% per annum) or the maximum amount allowed by law, whichever is less. Failure to make payment within the time limits set out in this clause is a material breach and excuses RPM from any performance under this Agreement. RPM may suspend or terminate the license granted under this Agreement or the Services for your failure to make timely payments after tendering 7 days written notice to you.

20. Confidential Information. The Products and Documentation, including all Error Corrections, Upgrades and all other materials supplied as part of any Services, constitute confidential information of RPM and its licensors. You must not disclose or make available the Products or the Documentation to any third party, except as otherwise expressly permitted by RPM. RPM agrees to maintain the confidentiality of any information you provide to RPM during the provision of any Services or otherwise under this Agreement and not to provide that information to any third party or use that information other than as required in order to provide the Services or license the Products under this Agreement.

21. Warranty Disclaimer. RPM does not warrant that the Products or the Services will be free from defects or errors. The Products and Services are provided "as is" and RPM gives no warranty as to their use, fitness for purpose, accuracy or performance, nor as to the results generated therefrom. Whilst you are receiving Maintenance Services or under a paid Subscription License, with respect to any Errors that you report to RPM, you agree that RPM's sole and exclusive obligation and your sole and exclusive remedy is for RPM to use commercially reasonable efforts to correct such Errors. The warranty in this clause is, to the extent permitted by law, in lieu of all other warranties, express, implied, or statutory, regarding the Products and Services, including any warranties of merchantability,

fitness for a particular purpose, title, and subject to clause 22 non-infringement of third party rights.

22. Third Party infringement claims. RPM agrees to defend and indemnify you from any successful claims from any third party that your use of the Products or receipt of the Services infringes the copyright of that third party, provided that you promptly notify RPM of any such claim, give RPM the right to control the defence of such claim and (at RPM's cost) fully cooperate with RPM in the defence and settlement of such claim. The foregoing obligation does not apply to any claim arising out of or relating to:

a. use of other than the then-current, unaltered version of the Product;

b. any use other than in accordance with this Agreement or the Documentation;

c. any use or combination of a Product with any non-RPM software, equipment or material, if such infringement would have been avoided but for such use or combination;

d. any third party software or hardware;

e. any modification or alteration to a Product not made by RPM; or

f. any use of the allegedly infringing Product after RPM has supplied you non-infringing alternative.

You acknowledge and agree that the foregoing obligation constitutes RPM's sole and exclusive obligation and your sole and exclusive remedy in respect of any claims of infringement of third party rights.

23. Indemnity. You agree to indemnify RPM against any loss or damage RPM may suffer or incur in respect of any claim or action by any User, including any Authorised User who is not your employee, agent or subcontractor, an Approved Entity or any third party that arises as a result of:

a. any use of any modifications made by you under clause 9;

b. use of the Products in combination with other goods or software not specifically approved by RPM;

c. use of the Products in a manner or for a purpose not reasonably contemplated or authorised by RPM; or

d. any transaction entered into by you relating to the Products without RPM's consent.

24. Indemnity – Unauthorised Users. You agree to indemnify RPM against any loss or damages RPM may suffer or incur in respect of any claim or action by any Unauthorised User who is not your employee or any other third party that arises as a result of use of the Products.

25. Liability - Products. To the extent permitted by law, RPM's total aggregate liability to you in connection with the Products or the use of the Products for any damages or loss is limited to (i) in respect of any perpetual license – an amount equivalent to the initial perpetual License Fee paid; and (ii) in respect of any Subscription License or SaaS offering – the amount of the Subscription Fees and/or SaaS Fees paid for the twelve month period immediately preceding the point at which the claim arose.

26. Liability - Services. To the extent permitted by law, RPM's total aggregate liability to you in connection with any Services for any damages or loss is limited to an amount equivalent to the amount of the Services Fee paid under this Agreement for the twelve month period immediately preceding the point at which the claim arose.

27. Exclusion. RPM's liability to you and any Authorised User, Approved Entity or third party for any lost profits, revenues, savings, data or goodwill, or for any indirect,

consequential, special, exemplary or incidental damages, is expressly excluded.

28. Liability limitation and exclusion. The provisions of clauses 25, 26 and 27 apply to any cause of action in respect of such liability including breach of contract, breach of statutory duty, tort (including negligence) or otherwise.

29. Representations. You warrant that you have not relied on any representation made by RPM which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by RPM. You acknowledge that to the extent RPM has made any representation which is not otherwise expressly stated in this Agreement, you have been provided with an opportunity to independently verify the accuracy of that representation.

30. Termination. RPM may terminate this Agreement immediately by written notice if you or any Authorised User uses the Products in breach of this Agreement. Upon such termination, the licenses granted herein will automatically terminate and you must uninstall the Products, deliver to RPM (or, at RPM's option destroy) all copies of the Products and the Documentation under your, and all Authorised User's, possession or control and confirm to RPM in writing that all copies of the Products have been removed and returned or destroyed.

31. Implied terms. RPM expressly excludes any implied terms in respect of the Products, Documentation or Services, including, without limitation, any implied term, guarantee or warranty as to fitness for purpose. Where legislation implies into this Agreement any guarantee, condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under such guarantee, condition or warranty, the guarantee, condition or warranty shall be deemed to be included in this Agreement. However, RPM's liability for any breach of such guarantee, condition or warranty shall be limited, at RPM's option, to one or more of the following:

a. if the breach relates to goods, the replacement or repair of the goods, the supply of equivalent goods or the payment of the cost of replacing or repairing the goods or of acquiring equivalent goods; or

b. if the breach relates to services, the supplying or cost of having supplied the services again.

32. Dispute resolution. In the event of any dispute, claim, cause of action, disagreement or "pass-through" claim for indemnification and/or contribution arising from or relating to this Agreement, the parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties.

If the parties do not reach a resolution of the matter within 30 days, then the parties agree to submit the matter to mediation in Brisbane, Australia in accordance with The Resolution Institute Mediation Rules. If the dispute has not been settled pursuant to those Rules within 45 days following the filing of a "notice of dispute" or within such other period as the parties may agree, then to the fullest extent permitted by law:

a. the claim will be brought and tried in the judicial jurisdiction of the courts of Queensland Australia; and

b. the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, lawyers' fees and other claim-related expenses.

Any action, claim, lien, or legal dispute that RPM initiates relating to delinquent payments is not subject to the requirements set out in this clause 32.

This clause 32 continues in force even where this Agreement has been fully performed, terminated or rescinded or where the parties or any of them have been discharged from the obligation to further perform this Agreement for any reason.

33. Delays. RPM is not responsible to you or anyone else for any failure to provide the Products or any of the Services if the failure is due to a cause outside RPM's control. RPM will tell you if there is a delay that will affect the Products or any of the Services and the cause of the delay.

34. Governing law. This Agreement is governed by the laws of the State of Queensland, Australia. The parties submit to the jurisdiction of the courts of that place. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

35. Notices. Notices under this Agreement must be in writing and delivered to the addressee.

36. Assignment. You may not assign, novate or sublicense this Agreement or any or your rights or obligations under this Agreement without RPM's prior written consent. RPM may consent to the assignment or novation of this Agreement by you subject to any conditions it chooses to impose. RPM may assign this Agreement and any of its rights and obligations under this Agreement. Any change of control of the Customer shall be deemed to be an assignment requiring the consent of RPM under this clause.

37. Entire Agreement. This Agreement sets out the entire understanding of the parties with respect to the subject matter hereof. You agree that any terms and conditions attached to, contained within or referenced in any purchase order you may issue, regardless of when such purchase order may be issued, do not and will not apply to the subject matter of this Agreement.

38. Severability. If any provision of this Agreement is held to be illegal or unenforceable, then the remainder of this Agreement has full force and effect and the parties will in good faith negotiate to replace the illegal or unenforceable term with a term which carries out the parties' intentions to the greatest lawful extent.

39. Amendment. This Agreement may not be modified or amended except in a writing signed by both parties.

40. No Waiver. A provision of this Agreement or a right created under it may not be waived except in writing, signed by the party to be bound. No waiver of any breach will be construed to be a waiver of any subsequent breach of the same or any other provision.

41. Publicity. You consent to RPM naming your organisation, using your organisation's logo, and providing a general description of the Products used by you in any marketing material issued by RPM.

42. Ethical Business Practices and Export Control. The parties themselves and on behalf of their owners, affiliates, directors, officers, employees, agents or intermediaries warrant that they do not and will not directly or indirectly pay, offer to pay, promise to make, solicit or accept bribes, secret commissions or other improper payments or benefits or authorise the payment of any monetary funds or things of value, or the provision of any services, directly

or indirectly, to employees of the parties or to any other related persons; or to any other persons (including public, government and municipal officers) affecting acts / omissions or decisions of these persons in order to gain any undue advantages or secure any business, either personally or on behalf of the party they represent or to any other illegal aims. The parties themselves and on behalf of their owners, affiliates, directors, officers, employees, agents or intermediaries warrant that they do not do not and will not directly or indirectly pursue actions that under any legislation applicable to this Agreement (including but not limited to the laws governing this Agreement under clause 34 and the laws of the United States of America, the United Kingdom and/or Australia) are determined as active / passive bribery or corrupt business practices, or pursue actions violating the applicable legislation and international instruments on combating legalisation (laundering) of illegally gained income. The parties agree that they will also take measures to prevent such actions by their affiliates, employees and intermediaries. Without limiting any other clause of this Agreement, RPM may refuse to deliver a Product, and may immediately terminate this Agreement if the Product is used or proposed to be used at any site that is illegal, sanctioned or otherwise restricted, by any regulations administered by the Commonwealth of Australia, US Department of Treasury's Office of Foreign Assets Control (OFAC), the export administration regulations (EAR) administered by the US Department of Commerce's Bureau of Industry and Security (BIS) or similar; or if you or any of your agents, officers, directors, or employees are identified as being engaged in proliferation or as a restricted party on any of the lists maintained by the Australian or US Government including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List, Non-proliferation Sanctions and General Order 3 to Part 736. In case any of the parties has any suspicion that violation of any of the provisions of this clause has occurred or may occur, the party shall give written notification to the other party. Upon written notification, the party has the right to withhold performance of its obligations under this Agreement until a confirmation that the violation has not occurred or will not occur is obtained. The other party shall provide such confirmation within ten working days upon the receipt of the written notification. In the written notification the party shall refer to facts or provide reliable materials confirming or giving reason to believe that violation of any of the provisions of this clause has occurred or may occur by the other party, its affiliates, employees or intermediaries, expressed in actions that under any applicable legislation are determined as active / passive bribery or corrupt business practices, or in actions violating any applicable legislation and international instruments on combating legalisation of illegally gained income. The obligation of the parties to refrain from committing any wrongful acts specified in this clause is an essential condition of the Agreement. If one of the parties commits any wrongful act specified in this clause, and / or if the other party, within the legal time limit, does not receive a confirmation that the violation has not occurred or will not occur, the other party shall have the right to unilaterally terminate this Agreement in full or in part by giving written notification of termination. The defaulting party shall defend, indemnify, and hold harmless the other parties from and against any claims, losses and liabilities resulting from any breach of the obligations detailed in this clause. The obligations under this section shall survive the termination or expiration of this Agreement.

43. **Open Source.** The Products licensed may include or incorporate third party source code or software which is licensed under the open source initiative licenses including but not limited to Apache, BSD, GNU General Public License (GPL), GNU Library or "lessor" General Public License (LGPL), MIT license, Mozilla Public License, Common Development & Distribution License, Eclipse Public License, Boost Software License, zlib/libpng license (Zlib) and any other similar royalty-free/open source license (collectively, the Open Source Licenses and Open Source Software). Wherever Open Source Software is provided RPM shall use reasonable endeavours to identify the Open Source Software and applicable Open Source License that applies in the Documentation provided with the Product. This Agreement does not modify or abridge any rights or obligations you may have in Open Source Software under applicable Open Source Licenses. Any use of Open Source Software outside of your licensed use of applicable Product is subject to the rights and obligations under such third party technology's Open Source License. Open Source Software programs that are separate from RPM Products are provided as a courtesy to you and are licensed solely under the relevant Open Source License.

44. **Language.** Unless otherwise agreed with RPM, reference to any Product or Documentation refers to the non-localised English language version of that Product or Documentation.

45. **Beta Software.** At the Customer's request and in order to deliver new functionality within the Product, RPM may provide a Beta version of the Product for a temporary period prior to the official release of the Product. Any Beta version of the Product is subject to the following additional conditions:

a. The Product is undergoing Beta testing and has not been released for general use. Whilst considerable testing has already been carried out on the package, it has not received the degree of testing RPM would normally subject its software products to, prior to their official release.

b. Beta testing is conducted to verify the effectiveness of the Product in a production environment. It is a joint effort for the purpose of advancing the software to production status. The objectives of a Beta testing release of Product are to enable RPM to obtain information on installation procedures, usability and consistency, availability, reliability and integrity, serviceability; performance and completeness, future/further requirements for the application and the release readiness of the Software application.

c. A Beta release is not unless agreed with RPM suitable to be used as a production system.

d. The Beta Software has been supplied to the Customer to allow additional site-specific testing prior to its official release. In consideration for providing Customer with the Beta Software for Beta testing purposes, the Customer agrees to these additional conditions herein.

e. The Beta Software is supplied on an 'as is' basis with no warranty. The Customer acknowledges the inherent nature of a software "beta" release is that the Software may cause data corruption or loss, and under no circumstances should the Beta Software be used productively in Customer's normal, operational business data processing environment. The Customer must only use the Beta Software on non-mission critical

and non-business operational systems. RPM is under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of the supply of the Software for testing purposes or in respect of a failure or omission on the part of RPM to provide the Beta Software for testing purposes.

f. By choosing to make use of this Beta version, the Customer does so at its own risk and accept full responsibility for the quality of the results generated and any errors these results may contain.

g. The Customer will report any errors or omissions it finds in the Beta Software package during its use. RPM will endeavour to rectify these problems before the final version of the Software package is released, although due to the nature of the Beta version of the Product, RPM cannot guarantee it will be possible to address all issues raised.

h. RPM does not warrant that defects encountered by Customer during the course of the Beta testing will be corrected or that solutions to such defects will be incorporated in the completed and officially released version of the Product.

46.Definitions The following terms when used in this Agreement have the following definitions.

"**Approved Entity**" means the entities advised by you to RPM at the time of purchase of the Products.

"**Asset**" means an item of equipment or property owned or controlled by the Customer the details of which are being controlled, stored, managed or maintained by a licensed RPM Product.

"**Asset Licenses**" means a Product licensed that is restricted to a specified number of Assets as agreed with RPM.

"**Authorised Distributor**" means a third party partner authorised by RPM to distribute the Products and/or provide the Services and or issue the Invoice for payment of the License Fee and Services Fee to you which may include RPM, an Authorised Distributor, a related company within the RPM group of companies or any other third party approved by RPM as disclosed by RPM to you.

"**Authorised User**" means any Users that use, access, display, run, or otherwise interact with the Product at any given time. The Users must be employees, agents or subcontractors of the Approved Entity.

"**Commencement Date**" means the commencement date as set out in any Product Schedule entered into with RPM or otherwise is the date you purchase the Product from RPM.

"**Concurrent User**" means the number of Authorised Users of a Product that may concurrently access the Product at any one moment in time.

"**Consulting Services**" means the annually recurring bundled services provided within a software subscription for a Product or as set out in a Product Schedule for Consulting Services under Schedule 6 to this Agreement.

"**Computer**" means any personal computer, workstation or server containing one or more central processing units and/or one or more graphic processing units.

"**Documentation**" means the user guides and manuals for installation and use of the Products that RPM provides to you.

"**Dongle**" means in respect of a Single User software Product a hardware device provided with the Product that is required to operate the Product.

"**Error**" means a reproducible defect in a Product that results in a failure of the Product, when used in accordance with RPM's instructions, to function substantially in accordance with the Product's specifications. An Error does not include any failure to achieve a particular result, target or solution.

"**Error Correction**" means either (a) a bug fix, patch, work around or other modification for a Product that corrects an Error or (b) a procedure or routine for a Product that eliminates the practical adverse effect of an Error.

"**Hosted Environment** means the environment procured and maintained by RPM for the benefit of providing access to a SaaS offering or Hosting Services offering which may (at RPM's discretion) be procured from a reputable third party provider.

"**Hosting Services**" means RPM providing access to the licensed Product by way of making the Product available over the Internet for use by the Customer by RPM installing the Product within a Hosted Environment. The Product is not installed on infrastructure owned or operated by the Customer.

"**Intellectual Property**" includes all present and future rights conferred by statute, common law or equity in or in relation to any copyright, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, designs, circuit layouts, business and domain names and all other proprietary rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

"**License Fee**" means the license fee for the Products, as set out in any Product Schedule entered into with RPM or otherwise is the fee you have agreed with RPM to pay for use of the Products.

"**License Term**" is the period as set out in any Product Schedule entered into with RPM.

"**Location License**" means a Product licensed that is restricted to use at a nominated Customer location which can be a Customer operation/site or collection of operations/sites as specified in the relevant Product Schedule.

"**Maintenance Fee**" means the fee charged for Maintenance Services.

"**Maintenance Services**" means the support and maintenance services for Products that RPM provides to you under this Agreement as detailed in either Schedule 1 ("**Standard Support**") or Schedule 2 ("**Extended Support**") as selected in the Product Schedule or in the absence of such selection Standard Support.

"**Minimum Hardware Requirements**" means the minimum requirements for equipment on which the Products are licensed to run, as notified by RPM to you from time to time.

"**Named Users**" means the number of specifically named and identifiable Authorised Users that may access the Software;

"**Non-Error**" has the same meaning given to that term in the Maintenance Services Schedule to this Agreement.

"**Products**" means the object code versions of the computer software products agreed to be licensed by RPM to you (including any Products expressly set out in any

Product Schedule entered into with RPM) and may include a Dongle (if any), and the term Product includes the object code versions of any Error Corrections or Upgrades for those products supplied to you under this Agreement.

"**Product Schedule**" means a schedule executed by the parties which if entered into forms the separate agreement as detailed in clause 1.

"**Schedule of Triage**" means the schedule of triage set out in the Maintenance Services schedule.

"**Server License**" means a Product that is installed and running on a server owned or controlled by the Customer that Authorised Users of that Customer are licensed to access. A separate server license is required for each production instance of the Product running on the server including any virtual machine instance.

"**Services**" means the Maintenance Services and/or Hosting Services and/or Consulting Services agreed to be performed by RPM as specified in a Project Schedule

"**Services Fees**" means those amounts payable by you for the provision of any Maintenance Services and/or Hosting Services and/or Consulting Services as set out in any Product Schedule entered into with RPM or otherwise as agreed at the time of purchase and adjusted in accordance with the terms of this Agreement.

"**Single User**" means a specified number of Users of a Product that may access a single installation of a Product on a Computer which may be accessed by a single User using the supplied Dongle.

"**Site License**" means a Product that is restricted to use with Users located at and/or performing work related to a specified Customer site or operation.

"**Software as a Service**" or "**SaaS**" means a license granted by RPM under an ongoing regular payment structure (the "**SaaS Fee**") that allows the Customer to access and use a specific Product through a Hosted Environment provided by RPM.

"**Source Code**" means the human-readable version of a software Product that can be compiled into executable code.

"**Subscription License**" means a license granted by RPM under an ongoing regular payment structure (the "**Subscription Fee**") that allows the Customer to access and use a specific Product for a specific period of time at a set price per Location, Server, Site, User or Asset and under which the Customer's rights to use and access the Software cease upon conclusion of the relevant subscription term unless that term is renewed.

"**Tax**" means any tax, levy, impost, deduction, charge, rate, duty or withholding which is levied or imposed by a government authority (local, State, Federal or otherwise) from time to time, including any stamp, value added, goods and services or transaction tax, duty or charge, excluding taxes on profit or capital gains.

"**Third Party Product**" means a software Product owned or licensed by a third party other than RPM.

"**Unauthorised User**" means any User that is not specifically authorised to use the Product.

"**Upgrade**" means a revision or release of a Product that RPM generally releases to its end user customers receiving Maintenance Services from RPM. An Upgrade does not include a release of another product or module that is not part of the Product licensed to you.

"**User**" means a natural person using the Products to perform activities related to their employment furthering your internal business purposes.

"**User Licenses**" means a Product licensed that is restricted to a specified number of Concurrent Users, Named Users or Single Users as agreed with RPM.

47. Interpretation.

47.1 Reference to:

a. one gender includes the others;

b. the singular includes the plural and the plural includes the singular;

c. a person includes a body corporate;

d. a party includes the party's executors, administrators, successors and permitted assigns;

e. a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:

i. that Statutory Provision as amended or re-enacted from time to time; and

ii. a statute, regulation or provision enacted in replacement of that Statutory Provision; and

f. money is to Australian dollars, unless otherwise stated.

47.2 "Including" and similar expressions are not words of limitation.

47.3 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

47.4 Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.

47.5 A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

47.6 If a party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly.

47.7 An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.

47.8 A party which is a trustee is bound both personally and in its capacity as a trustee.