Version 2024.1

Pronamics Pty Ltd ACN 096 998 211 ("**Pronamics"**) has developed and owns computer software programs which are licensed to end users for use in their businesses.

The Subscriber described in the Reference Schedule has agreed to subscribe to use selected software programs from Pronamics referred to in the Reference Schedule.

Pronamics has agreed to grant the Licence to the Subscriber to use those selected software programs on the terms and conditions herein.

1. **Agreement Parameters**
   1.1. This document constitutes an offer for the Subscriber to enter into a contract with Pronamics on the terms and conditions herein ("**Agreement**").
   1.2. This Agreement regulates the Subscriber's use of Pronamics' computer software Products which include individually or collectively, wherever the context or requires, all Products, all Products Updates and Enhancements to those Products and all documentation associated with those Products (in any medium).
   1.3. The Subscriber, upon an act of acceptance, will be regarded as having entered into the Agreement with Pronamics.
   1.4. Acts of acceptance include:
      1.4.1. signing and returning a copy of this document; or
      1.4.2. returning a copy of this document bearing a digital signature verified through a digital confirmation process such as DocuSign;
      1.4.3. providing written confirmation that the terms of this document are accepted, including by ticking a box marked "I Agree" at the conclusion of the electronic version of this Agreement; and
      1.4.4. paying the Tax Invoice provided along with this document.
   1.5. The Subscriber acknowledge and agree that:
      1.5.1. the Subscriber has read and understood those terms and conditions and agrees to be bound by this Agreement;
      1.5.2. the Subscriber warrants that the person who accepts this Agreement on behalf of the Subscriber is authorised to do so and to bind the Subscriber under the Agreement; and
      1.5.3. on and from the Commencement Date, the Subscriber acknowledges that it will be bound by the terms and conditions of this Agreement.
   1.6. To the extent that this Agreement is subject to any statute relating to unfair contract terms, including the Australian Consumer Law, the parties agree and acknowledge that:
      1.6.1. The parties had an opportunity to review these terms and consider them prior to their signing;
      1.6.2. The terms included herein are fair and balanced between the parties, properly protecting the legitimate commercial interests of both parties; and
      1.6.3. To the extent that terms herein are offered without an opportunity to renegotiate those terms, they are offered by Pronamics on the basis that:
         1.6.3.1. The Agreement relates to proprietary intellectual property and a licence to use;
         1.6.3.2. The measure of harm inflicted by the breach of this Agreement by the Purchase may not be quantifiable in damages only;
         1.6.3.3. Additional restraints and conditions are necessary and reasonable to preserve and protect the continued operation of Pronamics' business.
   1.7. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
   1.8. The Purchaser agrees and acknowledges that any and all representations and warranties made in respect of the subject matter of this Agreement are deemed to be subsumed in this document, with the purpose that this

document forms an entire agreement as to its subject matter.
   1.9. Any terms imposed by statute capable of being negatived in contract are negatived by the Agreement of the parties on signing of these terms and conditions, including but not limited to any applicable provisions of the *Competition and Consumer Act 2010* to the full extent permitted by law.
   1.10. In this Agreement:
      1.10.1. capitalised terms have the defined meanings set out in the dictionary at Clause 27
      1.10.2. words importing the singular number shall include the plural number and vice versa and words denoting any gender shall include all genders;
      1.10.3. headings are for convenience only and shall not affect interpretation;
      1.10.4. all monetary amounts expressed in this Agreement are deemed to be in Australian currency unless otherwise expressly stated in this Agreement; and
      1.10.5. if there is any inconsistency between the terms of the Expert Estimation Subscription, the Expert Project Subscription or the Cost to Complete Subscription granted under this Agreement, these terms and conditions and the Licence Agreement, the terms and conditions of the Licence Agreement will prevail.

2. **Commencement Date**
   2.1. The Subscription will commence on and from the Commencement Date at which time, the Subscription will become binding upon the Subscriber and each of its users.

3. **Trial Period**
   3.1. The Subscriber may be granted a non-transferable, limited license to use one or more Products for a period of thirty (30) days from the date of initial activation ("**Trial Period**").
   3.2. During the Trial Period, the Subscriber may use the Product solely for internal evaluation purposes and not for any commercial, production, or revenue-generating activities.
   3.3. The Subscriber acknowledges that no fees are due for the Trial Period.
   3.4. At the conclusion of the Trial Period, the Subscriber's access to the Product will automatically terminate unless the Subscriber purchases a paid subscription license or perpetual licence, as the case may be.
   3.5. The Subscriber understands and agrees that any data entered into the Product during the Trial Period may be retained by Pronamics and may be permanently deleted upon termination of the Trial Period, noting that Pronamics does not store any work product of the Subscriber.
   3.6. The Subscriber acknowledges that the Product is provided "as is" during the Trial Period, without any warranties of any kind, and that Pronamics will not be liable for any damages arising from the use of the Product during the Trial Period.
   3.7. By accessing or using the Product during the Trial Period, the Subscriber agrees to be bound by the terms and conditions of this Agreement.
   3.8. Pronamics reserves the right to extend or modify the Trial Period at its sole discretion, with or without notice to the Subscriber.

Private and Confidential
Pronamics Pty Ltd ABN 18 096 998 211
Online Subscription Agreement Terms & Conditions V#2024.1_12/06/2024

Page 1 of 19

4. Purchase of Subscription (Direct Debit)

4.1. Subject in all respect to clause 5 of this Agreement, the Subscriber will pay the first instalment of the Subscription Fee to Pronamics on the earlier of:
    4.1.1. the Commencement Date; or
    4.1.2. on completing the payment portion section of the online Subscription Form
    ("**Payment Date**").

4.2. Pronamics will provide Tax Invoices to the Subscriber:
    4.2.1. within 7 days of the Payment Date ("**Invoice Date**"); and
    4.2.2. on or before the monthly anniversary of the Invoice Date.

4.3. Each Tax Invoice will specify:
    4.3.1. the Subscription Fee due for that month; [for the Term]
    4.3.2. the amount that has been paid, if any; and
    4.3.3. the due date for payment ("**Due Date**").

4.4. The Subscriber will be licenced to use the relevant Products described in the Reference Schedule in accordance with the Subscription on and from the Commencement Date, provided always that payment of the Subscription Fee is made by the Due Date.

4.5. The number of Subscriptions granted will be the number nominated by the Subscriber.

5. Purchase of Subscription (Direct Credit)

5.1. Where the Subscriber has elected to pay the Subscription Fee by direct credit, the Subscriber understands that the Subscription Fee for the full Term must be paid in advance.

5.2. Pronamics will provide, no later than 7 days after the Commencement Date, a Tax Invoice to the Subscriber in the amount of the Subscription Fee for the full Term.

5.3. The Tax Invoice will specify:
    5.3.1. the Subscription Fee due for the Term;
    5.3.2. the amount that has been paid, if any; and
    5.3.3. the Due Date.

5.4. The Subscriber will be licenced to use the relevant Products described in the Reference Schedule in accordance with the Subscription on and from the Commencement Date, provided always that payment of the Subscription Fee is made by the Due Date.

5.5. The number of Subscriptions granted will be the number nominated by the Subscriber.

6. Subscription Requirements

6.1. If after the Commencement Date, the Subscriber wishes to vary the number of Subscriptions that it has purchased under this Agreement, the Subscriber must follow the procedures set out in clause 26 of this Agreement.

6.2. The Subscriber understands, acknowledges and accepts that neither of the Term or the Subscription Fee are affected, amended, waived or suspended by the extent to which the Subscriber uses the relevant Product.

7. Term

7.1. The Subscriber understands and accepts that it has elected a fixed term for the relevant Product licence and subscribes to the relevant Product for that minimum fixed term under this Agreement, being either 1 month, 3 months, 6 months or 12 months, as set out in the Reference Schedule (the "**Term**").

7.2. The Subscriber understands that Pronamics has relied on the duration of the Term when calculating and setting the Subscription Fee.

8. Subscription Inclusions

8.1. Provided the full amount of the Subscription Fee has been paid, Pronamics will provide the Inclusions to the Subscriber.

9. Limits of Subscription

9.1. For the purposes of clarity, the Subscription does not include any training in the use of the Products.

10. Maintenance Services

10.1. Pronamics agrees to allocate resources to provide the Subscriber the Maintenance Services as described in the Support and Maintenance Agreement attached at Annexure A, as updated and or amended from time to time.

10.2. During the term of this Agreement, the services available under the Support and Maintenance Agreement will be provided to the Subscriber without any charge.

10.3. Where this Agreement is terminated or otherwise ends, any provided Support and Maintenance will cease. If the Subscriber wishes to obtain further Support and Maintenance, it will need to enter into a new Support and Maintenance Agreement with Pronamics.

10.4. Where the Subscriber is a party to a current Support and Maintenance Agreement, the Subscriber will be granted access to the latest, released version of the relevant Product.

11. Subscriber Representatives

11.1. Where the Subscriber is an incorporated entity, an organisation or some other similar body corporate, the authorised representative of the Subscriber will be:
    11.1.1. the person that completed the online Subscription Form on behalf of the Subscriber; or
    11.1.2. the person nominated as the authorised representative of the Subscriber by the person that completed the online Subscription Form on behalf of the Subscriber.

11.2. Following submission of the online Subscription Form, the authorised representative of the Subscriber can be replaced or otherwise substituted by provision by the Subscriber to Pronamics of a written instruction signed by:
    11.2.1. the then current authorised representative of the Subscriber; or
    11.2.2. a director or other senior executive of the Subscriber,
    which:
    11.2.3. confirms the identity and position title of the signatory;
    11.2.4. sets out the details of the then newly nominated authorised representative; and
    11.2.5. confirms that the Subscriber authorises Pronamics to accept all instructions provided to Pronamics by the then newly nominated authorised representative.

12. Confidentiality

12.1. A Party will in relation to all Confidential Information of the other Party which comes into its possession:
    12.1.1. keep it confidential;
    12.1.2. use it only in accordance with this Agreement for the purposes of using the Product in the conduct of the Purchaser's business within the scope of the Product Licence purchased under this Agreement ("**Purpose**");
    12.1.3. not disclose it directly or indirectly to any person other than:
        12.1.3.1. to those of its employees who have a need to know for the Purpose and who have first been directed to keep it confidential and to use it only for the Purpose ("**Direction**") or who are contractually obliged to keep it confidential;
        12.1.3.2. after obtaining the written consent of the Party who owns the Confidential Information, to other people, such as agents, contractors and sub-contractors who have a need to know for the Purpose and who have agreed in writing (in a form containing terms similar to this clause 7) to keep it confidential (also a "**Direction**");
        12.1.3.3. to the extent required by law; and
        12.1.3.4. to enforce each Direction at its cost.

12.2. Each Party shall immediately notify the other Party of any information which comes to its attention regarding any actual or potential unauthorised disclosure or use of the Confidential Information.

12.3. Each Party's obligations under this clause 12 shall survive the termination of this Agreement and continue in perpetuity in relation to each part of the Confidential Information until such time as that part of the Confidential Information ceases to be "Confidential Information" as defined in this Agreement.

12.4. The burden of showing that any information is not Confidential Information will rest on the Party disclosing the information.

Private and Confidential
Pronamics Pty Ltd ABN 18 096 998 211
Online Subscription Agreement Terms & Conditions V#2024.1_12/06/2024

Page 2 of 19

pronamics™

13. Intellectual Property

13.1. The Subscriber acknowledges that all Intellectual Property in and to the Products belongs to or is licensed to Pronamics and the Subscriber must not purport to convey title to or grant any rights of ownership or use other than as set out by the Licences in respect of Pronamics' Intellectual Property to any person nor attempt to do so.

13.2. Any Intellectual Property which is given by the Subscriber to Pronamics for the purposes of implementation, adaptation, training or integration into the Subscriber's copy of the Products remains the property of the Purchaser and shall not be taken to form part of the Intellectual Property in and to the Products, however, any design or implementation aspects derived from the input of aspects of that Intellectual Property into the Products becomes the Intellectual Property of Pronamics.

13.3. The Subscriber may not copy, reproduce, adapt, reverse engineer, resell, modify, vary, sub-licence, apply to register any legal rights over or take any steps in relation to Pronamics' Intellectual Property that is inconsistent with Pronamics' rights of full ownership to or full rights to use and exploit its Intellectual Property.

13.4. The Subscriber must comply with any requirements or directions of Pronamics from time to time in relation to security measures, procedures and policies relating to Pronamics' Intellectual Property.

13.5. The Subscriber must immediately inform Pronamics of any matter or thing which comes to the attention of the Purchaser which affects or may affect the security or ownership of Pronamics' Intellectual Property or of any infringement of Pronamics' Intellectual Property by the Subscriber or a Third Party.

14. Limitation of Liability

14.1. The Parties agree that prior to the Commencement Date, the Subscriber has tested or had an opportunity of testing the use of the Product in the Subscriber's own business and technical environment and has agreed to proceed to purchase the Product Licence after completing such testing of the Product. As a result, the Parties also agree that the provisions of clauses 14.2, 14.3 and 14.4 of this Agreement are reasonable in the circumstances.

14.2. Should the Product be faulty or defective through no fault of the Subscriber or the technical standard or skills of the Subscriber's staff or contractors and Pronamics is notified by the Subscriber of the fault or defect within twelve (12) Months of the Commencement Date, Pronamics will use its best endeavours to correct the fault or defect or replace the Product or with a replacement product at no charge to the Subscriber. If the fault or defect cannot be remedied by Pronamics within one-hundred and eighty (180) days of first being notified of the fault or defect, Pronamics will refund the Subscription Fee paid by the Subscriber upon confirmation of deregistration of the Licence Agreement and the return or all media or documentation in any medium that was supplied by Pronamics to the Subscriber with the Product. Such action by Pronamics shall in no way constitute an admission of liability nor a waiver of any of its rights contained in this Agreement or at law.

14.3. To the maximum extent permitted at law, Pronamics will not, otherwise than in accordance with clause 14.2 of this clause, be liable to the Subscriber for any claim, damages or other liability, any consequential, direct or indirect loss, damage, costs or expenses (including legal costs on a solicitor and own client basis) that are incurred by the Subscriber in connection with or arising out of the use of, or other dealings with, the Products or the Subscription to use the Products granted to the Subscriber pursuant to this Agreement. If Pronamics is held to be liable, liability for any such claim, damage or loss is limited to the Subscription Fee paid under this Agreement.

14.4. If the Subscriber purchases Third Party Software to use in conjunction, connection or association with the Products for any reason, Pronamics will not be liable to the Subscriber for any direct or indirect loss or damage that occur to the Products or the Subscriber's computer system as a result of the use by the Subscriber of that Third Party Software.

15. Indemnity

15.1. To the full extent permissible by law, the Subscriber indemnifies Pronamics and shall keep and hold Pronamics indemnified from and against any and all actions, claims, demands, costs or expenses including special, indirect or consequential damages (including legal costs and expenses on a solicitor and own client basis) made, sustained, brought or prosecuted or in any manner based upon damage to any property or occasioned by or attributable to any injury to any person (including death) or any infringement of any person's Intellectual Property rights related directly or indirectly to the use of the Products by the Subscriber or by Pronamics to the Customer or any work or project undertaken or project delivered, where the Services have failed to correct or caused any loss or damage to any party whatsoever, save and except for any loss or damage that arises directly out of the negligent or malicious act or omission of Pronamics. To avoid any doubt, consequential damages referred to in this indemnity include any and all damages arising out of or in relation to any material derived from use of the Products.

16. Termination

16.1. The Subscriber may terminate this Agreement by prior notice in writing to Pronamics advising of the date on which the Subscriber wishes to terminate this Agreement.

16.2. Pronamics may terminate this Agreement by way of immediate written notice if the Subscriber breaches an essential term of this Agreement.

16.3. Essential terms of this Agreement include:

16.3.1. any obligation to make payment of the Subscription Fee in accordance with clause 4 of this Agreement by the Due Date;

16.3.2. any obligation of confidentiality provided for in Clause 12 of this Agreement; and

16.3.3. any obligation related to intellectual property provided for in Clause 13 of this Agreement.

16.4. Immediately upon termination of this Agreement and subject to Clause 16.8:

16.4.1. the Subscriber must cease to use the Products; and

16.4.2. Pronamics is no longer required to provide the Maintenance Services or the Product Updates and Enhancements to the Subscriber.

16.5. The Subscriber must return all of Pronamics' Intellectual Property to Pronamics within seven (7) days of the later of:

16.5.1. the Termination Date; or

16.5.2. if the Subscriber is entitled to access the Products pursuant to clause 16.8, the last date for access permitted by that clause.

16.6. If this Agreement is terminated by either Party after the Commencement Date, there will be no refund of any portion of the Subscription Fee already paid at the Termination Date by the Subscriber to Pronamics pursuant to these Terms and Conditions.

16.7. If the Subscriber continues to use the Products after the Termination Date, Pronamics is entitled to deny access to the Products by the Subscriber by any means available to it and demand and obtain compliance with this clause.

16.8. If this Agreement is terminated pursuant to clause 16.1, the Subscriber shall be entitled to use the Products from the Termination Date until the last day of the month in which the Subscriber has paid the applicable Subscription Fee.

16.9. If the Subscriber are in breach of these Terms and Conditions for any reason, Pronamics is entitled to be reimbursed for any legal fees (on a solicitor and own client basis) incurred by Pronamics of and incidental to the breach of these Terms and Conditions or the Licence Agreement by the Subscriber or the recovery of damages including the amount of the Subscription Fee and any Interest payable on the late payment of the Subscription Fee.

17. Privacy Obligations

17.1. Pronamics complies with the Australian Privacy Principles and the EU's General Data Protection Regulation ("**GDPR**").

17.2. In the performance of these Terms and Conditions, Pronamics may access, collect and control personal information about the Subscriber. By Subscribing, the Subscriber consents to Pronamics processing its personal information in accordance with Pronamics'

Privacy Policy that is available for inspection in accordance with the law

17.3. The Subscriber has a number of legal rights to the personal information which Pronamics holds over the Subscriber, including potentially the right to certify personal injury or erase personal information from Pronamics' system. Please refer to the Pronamics' Privacy Policy that is available for inspection on the Pronamics' website www.pronamics.com.au.

17.4. If the Subscriber does not wish its personal information to be accessed, collected, controlled or used in this manner, please do not Subscribe and notify Pronamics immediately. At any time, the Subscriber may withdraw its consent for Pronamics to process its personal information by contacting Pronamics directly.

18. Governing Law and Jurisdiction
18.1. This Agreement is governed by the laws in force in the State of Queensland, Australia and each Party submits to the exclusive jurisdiction of the courts of that State.

19. No Assignment
19.1. A Party to this Agreement may not assign, charge, offer for security, sub-licence or in any way deal with its rights or obligations under this Agreement, without the prior written consent of the other Party.

20. Costs and Taxes
20.1. Each Party will pay for its own legal and other costs incurred in relation to the preparation and execution of this Agreement, save and except where a Party requests an amendment to this Agreement for its own benefit, in which case that Party must pay for the legal and other costs incurred in effecting that amendment.

20.2. The Subscriber will pay the cost of any stamp duty or other taxes, levies or charges payable on or in connection with this Agreement.

20.3. The Subscriber will comply with relevant taxation legislation in making any payment pursuant to these Terms and Conditions, and the Subscriber will not be in breach of this Agreement if it is required to withhold and the Subscriber does withhold taxation from moneys payable under this Agreement.

20.4. Any amount payable under these Terms and Conditions is exclusive of any goods and services taxation applicable to the transaction ("**GST**") unless expressly stated to be inclusive of GST.

21. Relationship between the Parties
21.1. Each party enters into these Terms and Conditions as an independent contractor. Nothing in this Agreement or these Terms and Conditions creates any other relationship between the parties, including any relationship of partnership, agency, trust, joint venture or otherwise.

21.2. Nothing in this Agreement shall constitute or deem an employee of one Party to be an employee of the other Party.

22. Entire Agreement
22.1. This Agreement constitutes the entire agreement between the Parties on the subject matter of the Agreement and supersedes any and all other representations or statements by any Party or its officers, employees or agents, whether oral or in writing, made prior to the Commencement Date.

22.2. To avoid any doubt, unless countersigned in writing by Pronamics, no document, communication or material purporting to vary, alter or introduce further terms to this Agreement of any Subscription granted thereunder including any purchase order or like document purporting to set out subsequent terms, will be deemed binding on the parties generally or Pronamics in particular and no act relating to the Subscriptions or this Agreement, including the provision of any Products should be taken to be an acceptance of those terms.

23. Survival of Clauses
23.1. Clauses 1, 4, 12, 13, 14, 15, 16.3 to 16.7 inclusive, 18, 20, 23, 26 and 27 shall each survive termination of this Agreement for any reason.

24. Electronic Transactions
24.1. The Parties agree:

24.1.1. the provisions of the *Electronic Transactions Act 2001* (QLD) apply to this Agreement;

24.1.2. each Party may execute this Agreement by the Authorised Signatory affixing a digital or electronic signature to the place provided for execution of this Agreement and agree that this Agreement executed in that manner will be legally binding on that Party;

24.1.3. if this Agreement is executed by a Party affixing a digital or electronic signature in accordance with clause 24.1.2 of this Agreement, the other Party or Parties may rely on that signature as evidence of an intention to be bound by this Agreement and will not challenge the validity of the other Party's execution of it;

24.1.4. this Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument; and

24.1.5. the exchange of executed counterparts by email will create a binding agreement provide the Party or Parties sending the executed counterpart has received some acknowledgement of receipt.

25. Priority of Terms and Conditions
25.1. In the event of any conflict or inconsistency between these Terms and Conditions and any terms and conditions contained in the Subscriber's purchase order or any other document provided by the Subscriber, these Terms and Conditions shall prevail.

25.2. The Subscriber expressly and wholly accepts these Terms and Conditions, and the Subscriber agrees and confirms that any attempt by the Subscriber to impose its own terms and conditions shall be null and void.

25.3. The Subscriber expressly and irrevocably waives any right it may have to assert its own terms and conditions, whether contained in a purchase order or otherwise, and agrees that any such terms and conditions shall have no force or effect as against Pronamics or otherwise in respect of the Products.

26. Increase or Decrease in Products Subscribed For after Commencement Date
26.1. If after the Commencement Date, the Subscriber wishes to increase or decrease the number of Product Subscriptions under these Terms and Conditions during the Term, on notifying Pronamics in writing of the variation to this Agreement required, Pronamics will issue a Tax Invoice for the new Subscription Fee based on the increased or decreased number of Product Subscriptions being requested by the Subscriber. On payment of the new Subscription Fee on the Due Date specified in the Tax Invoice, the Subscription and the Products Subscribed will be deemed to be varied on and from that Due Date.

26.2. If this Product Subscription is varied in accordance with clause 26.1, all other provisions of this Agreement and these Terms and Conditions remain the same and are binding on the Subscriber. If the Subscriber fails to pay the Tax Invoice issued under clause 26.1 by the Due Date, this Agreement will not be varied at law and these Terms and Conditions remain the same and binding on the Parties.

27. Dictionary
"**Business Day**" means Monday to Friday inclusive provided the day is not gazetted as a public holiday in the State of Queensland, Australia;

"**Business Hours**" means the period from 8.00am to 5.00pm on each Business Day;

"**Commencement Date**" means the date on which the Subscriber was first granted access to the Product, after confirming acceptance of these Terms and Conditions;

"**Confidential Information**" includes but is not limited to, all information, whether or not in a material form, passing between Pronamics and the Subscriber or obtained by a Party in connection with the performance of these Terms and Conditions which is of a confidential nature to a Party or identified as such by the Party to the other Party and includes any information relating to the Products or a Party's Intellectual Property but does not include any information which is in the public domain other than through a breach of confidence;

"**Due Date**" means the date specified in the Tax Invoice issued by Pronamics to the Subscriber pursuant to these Terms and

Conditions upon which the Subscription Fee must be paid by the Subscriber;

"**Inclusions**" means:
   (a)   the Products designated by the Subscriber by written request or detailed on the Subscription Form; and
   (b)   the Maintenance Services at the relevant Service Levels.

"**Intellectual Property**" means statutory and other proprietary rights in respect of trade marks, unregistered trade marks, the Products, related software, manuals or other documents, patents, unregistered or unregistrable patents, copyright, moral rights, design rights, Confidential Information and any other rights including licensing rights with respect to intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967;

"**Licence Agreement**" means the End User Licence Agreement to which the Subscriber must agree to be bound before being able to gain full access to the Products;

"**Maintenance Services**" means those support and maintenance services of the Products to be provided by Pronamics to the Subscriber at the relevant Service Levels and clause 10 of these Terms and Conditions or pursuant to the terms and conditions of the separate Maintenance Agreement entered into by Pronamics and the Subscriber;

"**Product**" or "**Products**" means and includes individually or collectively, wherever the context so requires, the Expert Estimation Products, the Expert Estimation Genesis Product, the Expert Estimation Express Product, the Expert Estimation Excelerate Product, the Expert Estimation Management Product, the Expert Estimation V.2014 Product, the Expert Project Product, the Expert Project Express Product or the Cost to Complete Product, all patches, Product Updates and Enhancements to those Products and all documentation associated with those Products (in any medium) to be provided by Pronamics to the Subscriber under these Terms and Conditions during the Term and any reference to the Product includes any one or more of them;

"**Product Updates and Enhancements**" means a Product update or change that is made available to the Subscriber by electronic medium which includes but is not limited to, additional features, improvements to the performance of the Product, further developments of the Product or solutions for problem areas or errors, which are released by Pronamics from time to time and deemed necessary by Pronamics in its absolute discretion;

"**Service Levels**" means the response times for the different Maintenance Services as specified in Parts 1, 2, and 3 of the Schedule to be provided by Pronamics to the Subscriber under these Terms and Conditions;

"**Subscribed Products**" means those Products designated by the Subscriber by written request or detailed on the Subscription Form;

"**Subscription**" means the subscription to use the Subscribed Products and includes the separate Licence Agreement;

"**Subscription Fee**" means the Monthly fee payable by the Subscriber to Pronamics set out in the Reference Schedule;

"**Subscription Form**" means the document completed by the Subscriber online through Pronamics' website to Subscribe to use the Products;

"**Tax Invoice**" means the tax invoice that Pronamics sends to the Subscriber in accordance with clauses 4.2 or 26.1of this Agreement and which incorporates these Terms and Conditions;

"**Termination Date**" means the date on which these Terms and Conditions terminate in accordance with these Terms and Conditions, for any reason

"**Third Party**" means any person resident in Australia other than the Parties;

"**Third Party Software**" means any computer software product that is purchased by and used by the Subscriber in conjunction, connection or association with the Products for any reason including but not limited to, adding functionality to the Products.

pronamics™

reference schedule

Part 1 Subscription Fee (as of 01/07/2024)

	Licence quantity	Per licence	Per licence on 3-month plan	Per licence on 6-month plan	Per licence on 12-month plan
Expert Estimation Excelerate	1+	$125	$120	$115	$105
Expert Estimation Management	1+	$190	$180	$170	$160
Expert Estimation Express	1-15	$330	$310	$290	$270
	16-50	$285	$275	$265	$240
	51+	$270	$255	$245	$225
Expert Estimation Genesis	1-15	$465	$445	$425	$395
	16-50	$430	$410	$390	$355
	51+	$410	$390	$365	$335
Expert Project Express	1-15	$330	$310	$290	$270
	16-50	$285	$275	$265	$240
	51+	$270	$255	$245	$225
Expert Project	1-15	$465	$445	$425	$395
	16-50	$430	$410	$390	$355
	51+	$410	$390	$365	$335

All prices are exclusive of GST, per licence, per month

Annexure A
Support and Maintenance Agreement

pronamics agreement

support and maintenance agreement

Support and Maintenance Agreement

Presented to: <CLIENT NAME>

<CLIENT JOB TITLE>

<COMPANY>

<ADDRESS 1>

<ADDRESS 2>

<SUBURB>, <STATE> <POST CODE>

Support and Maintenance Agreement

Presented by: <SALES PERSON>

<JOB TITLE>

Pronamics Pty Ltd (ABN 18 096 998 211)

PO Box 7243

BRENDALE, QLD 4500

Date Presented: <AGREEMENT CREATION DATE>

**Valid for Acceptance
up to and including:**   <AGREEMENT CREATION DATE
+ 4 WEEKS>

Version 2018.1

agreement between

PRONAMICS PTY LTD ACN 096 998 211 of Unit 4, 38 Leonard Crescent, Brendale QLD 4500 in the State of Queensland ("**Pronamics**")

AND
the person stated in Part 1 of the Reference Schedule ("**Customer**")

(individually and collectively called "**Party**" or "**Parties**")

A.   Pronamics has created and developed or is the licensee of computer software programs which is or are licensed to the Customer for use in their business pursuant to an agreement between Pronamics and the Customer to purchase a licence or licences to use the computer software programs ("**Products**") as specified in Part 3 of the Reference Schedule to that purchase agreement ("**Purchase Agreement**").

B.   The Customer has requested that Pronamics provide the support and maintenance of the Products specified in Part 5 of the Reference Schedule of this Agreement during the Term of this Agreement and Pronamics has agreed to do so, on the terms and conditions of this Agreement.

terms and conditions of support and maintenance agreement

1.   Agreement Parameters

1.1.   This document constitutes an offer for the Customer to enter into a contract with Pronamics on the terms and conditions herein ("**Agreement**").

1.2.   The Agreement relates to the provision of the Services on an as-needed basis, as part of the maintenance and effective use of proprietary IP licensed to the Customer in a separate Purchase Agreement ("**the Primary Instrument**");

1.3.   The Customer, upon an act of acceptance, will be regarded as having entered into the Agreement with Pronamics.

1.4.   Acts of acceptance include:

1.4.1.   signing and returning a copy of this document; or

1.4.2.   returning a copy of this document bearing a digital signature verified through a digital confirmation process such as DocuSign;

1.4.3.   providing written confirmation that the terms of this document are accepted, including by electronic communication;

1.4.4.   paying the Tax Invoice provided along with this document.

1.5.   The Customer acknowledges and agrees that:

1.5.1.   the Customer has read and understood these Terms and Conditions and agrees to be bound by this Agreement; and

1.5.2.   the Customer warrants that the person who accepts this Agreement on behalf of the Customer is authorised to do so and to bind the Customer under the Agreement.

1.5.3.   and that on and from the Commencement Date, the Customer acknowledges that it will be bound by the terms and conditions of this Agreement.

1.6.   To the extent that these Terms and Conditions are subject to any statute relating to unfair contract terms, including the Australian Consumer Law, the parties agree and acknowledge that:

1.6.1.   The parties had an opportunity to review these terms and consider them prior to their signing;

1.6.2.   The terms included herein are fair and balanced between the parties, properly protecting the legitimate commercial interests of both parties; and

1.6.3.   To the extent that terms herein are offered without an opportunity to renegotiate those terms, they are offered by Pronamics on the basis that:

1.6.3.1.   This Agreement is subordinate and supplementary to the Primary Instrument;

1.6.3.2.   Additional remedies and additional risks are included in the Primary Instrument, and require consistency on a whole of transaction basis; and

1.6.4.   This Agreement relates to the provision of repair, support, maintenance and provision of software and online platforms which are innately susceptible to interaction errors, denial of service, carriage issues and technical degradation, through no fault of the design of the software.

Private and Confidential
Pronamics Pty Ltd ABN 18 096 998 211
Pronamics Support and Maintenance Agreement V#2018.1: <Insert_Agreement_Number>

Initial _____

1.7. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

1.8. The Customer agrees and acknowledges that any and all representations and warranties made in respect of the subject matter of this Agreement are deemed to be subsumed in this document, with the purpose that this document forms an entire agreement as to its subject matter.

1.9. Any terms imposed by statute capable of being negatived in contract are negatived by the Agreement of the parties on signing of these Terms and Conditions, including but not limited to any applicable provisions of the *Competition and Consumer Act 2010* (Cth) to the full extent permitted by law.

1.10. In this Agreement:

    1.10.1. Subject to clause 1.10.2 any terms and definitions used in this Agreement will have the same meaning as the terms and definitions in the Purchase Agreement and if there is any inconsistency between the meaning of a word or phrase used in this Agreement and the Primary Instrument, the meaning ascribed in the Primary Instrument will prevail;

    1.10.2. capitalised terms have the defined meanings set out in clause 16;

    1.10.3. words importing the singular number shall include the plural number and vice versa and words denoting any gender shall include all genders;

    1.10.4. all monetary amounts expressed in this Agreement are deemed to be in Australian currency unless otherwise expressly stated in this Agreement; and

    1.10.5. the term "Schedule" used in this Agreement means the Schedule to this Agreement and not the schedule to the Primary Instrument and the term "this Agreement" used in this Agreement means this Agreement and not the Primary Instrument;

    1.10.6. words importing the singular number shall include the plural number and vice versa and words denoting any gender shall include all genders;

    1.10.7. headings are for convenience only and shall not affect interpretation; and

    1.10.8. all monetary amounts expressed in this Agreement are deemed to be in Australian currency.

2. Support and Maintenance Framework

2.1. By this Agreement, Pronamics agrees to allocate resources to provide to the Customer the Services as described in this Agreement, in addition to other support and maintenance services offered in the Primary Instrument.

2.2. To avoid any doubt, the Service Fee must be paid on entry into this Agreement and prior to the provision of any of the Services. Nothing in this Agreement will render Pronamics liable to provide any of the Services unless and until the Service Fee is fully paid.

2.3. Notwithstanding Clause 2.2, Pronamics may, at its absolute discretion, provide support and maintenance services, up to and including all the Services prior to the payment of the Service Fee, provided always that nothing in this Agreement will require Pronamics to provide any Services until such time as the Service Fee is paid.

2.4. On payment of the Service Fee, Pronamics will allocate resources to the provision of the Services to the Customer, whether or not requests for support and maintenance are logged or support and maintenance is given. The Customer agrees and acknowledges that its liability for the Service Fee under this Agreement is in consideration for both the provision of the Services and the allocation of resources to the Services for the Customer.

2.5. This Agreement is purchased in advance of the Term. Once the Service Fee has been paid in respect of this Agreement, the Customer is entitled to the Services at the Service Levels specified in this Agreement, for the duration of the Term.

2.6. The Services specified in Part 5 of the Schedule to this Agreement will be provided by Pronamics to the Customer, on their request, in accordance with the Service Levels specified in Part 6 of the Schedule to this Agreement during the Term.

2.7. The logging of a request by the Customer for the provision of the Services must be made in the form and in the manner required by Pronamics from time to time.

2.8. In the event that the Customer logs a request for the Services at a Service Level other than the Service Levels specified in Part 6 of the Schedule to this Agreement, Pronamics will not be required to perform the Services at that different Service Level, but the Customer may obtain additional ad hoc Support and Maintenance by entering into a consultancy arrangement on such terms as may be offered by Pronamics for such arrangements from time to time.

2.9. Pronamics may, from time to time, issue a notice in writing to the Customer specifying alterations it is making to the programme of the Services or means of providing the Services, or the available Service Levels ("**Variation Notice**").

2.10. Where Pronamics issues a Variation Notice on date which is no more than sixty (60) days before the date of expiry of the Term, the Customer may decline to accept the Variation and receive the Services in accordance with the Service Levels specified in this Agreement until the expiry of the Term.

2.11. Where Pronamics issues a Variation Notice at any other time, the Customer may terminate this Agreement by way of a notice in writing in accordance with Clause 8. In the event that such a notice is issued by the Customer, Pronamics shall refund to the Customer an amount which represents the pro-rata percentage of the Service Fee equal

to the number of das remaining in the Term is to the whole of the Term.

2.12. As this Agreement is intended to support the ongoing use of Pronamics' products, the Customer may renew this Agreement for an additional one year term by the payment of an additional Service Fee in the following way:

2.12.1. On or before the end of the Term, Pronamics may issue a further Tax Invoice to the Customer for an additional Service Fee;

2.12.2. If the Customer, within thirty (30) days of the issue of the Tax Invoice, pays the amount due under that Tax Invoice, the Customer will be deemed to have renewed this Agreement for an additional Term.

2.13. Where an additional payment is not made in accordance with Clause 2.12, this Agreement will be deemed to be Disestablished on the expiry of the Term, and the provisions of Clause 3 will be deemed to be in effect.

3. Disestablishment and Re-Establishment

3.1. Where the Customer allows this Agreement to terminate in accordance with Clause 2.13, the provisions of this Clause 3 shall apply.

3.2. Payment of the Service Fee is allocated by Pronamics to:

3.2.1. Allocate resources for the support of the Customer in using the software licensed under the Primary Instrument; and

3.2.2. Developing improvements to the software licensed under the Primary Instrument.

3.3. On the Agreement being Disestablished, Pronamics will cease to allocate specialised resources to providing the Services to the Customer and shall not be obliged to provide the Services to the Customer or otherwise perform any aspect of this Agreement while it is Disestablished.

3.4. Where the Customer remains licensed under the Primary Instrument they may re-establish this Agreement by contacting Pronamics in writing and paying the applicable fees.

3.5. The applicable fees to re-establish the Agreement are:

3.5.1. The Service Fee payable at the time of re-establishment; and

3.5.2. The Re-Establishment Fee.

3.6. To avoid any doubt, it is agreed and acknowledged that the payment of the Re-Establishment fee is due and proper consideration for the Product Upgrades and Enhancements that will be received on the Re-Establishment of this Agreement, which will include several years of Product Upgrades and Enhancements. The Re-Establishment fee represents the contribution that would have been made to development costs during each year of the Agreement between the Disestablishment and Re-Establishment of the Agreement.

4. Confidentiality

4.1. A Party will in relation to all Confidential Information of the other Party which comes into its possession:

4.1.1. keep it confidential;

4.1.2. use it only in accordance with this Agreement for the purposes of using the Product in the conduct of the Customer's business within the scope of the Product Licence purchased under the Purchase Agreement and as defined in the Licence Agreement ("**Purpose**");

4.1.3. not disclose it directly or indirectly to any person other than:

4.1.3.1. to those of its employees who have a need to know for the Purpose and who have first been directed to keep it confidential and to use it only for the Purpose ("**Direction**") or who are contractually obliged to keep it confidential;

4.1.3.2. after obtaining the written consent of the Party who owns the Confidential Information, to other people, such as agents, contractors and sub-contractors who have a need to know for the Purpose and who have agreed in writing (in a form containing terms similar to this clause 4) to keep it confidential (also a "Direction");

4.1.3.3. to the extent required by law; and

4.1.3.4. to enforce each Direction at its cost.

4.2. Each Party shall immediately notify the other Party of any information which comes to its attention regarding any actual or potential unauthorised disclosure or use of the Confidential Information.

4.3. Each Party's obligations under this clause 4 shall survive the termination of this Agreement and continue in perpetuity in relation to each part of the Confidential Information until such time as that part of the Confidential Information ceases to be "Confidential Information" as defined in this Agreement.

4.4. The burden of showing that any information is not Confidential Information will rest on the Party disclosing the information.

5. Intellectual Property

5.1. The Customer acknowledges that all Intellectual Property in and to the Products and the Services belongs to or is licensed to Pronamics and the Customer must not purport to convey title to or grant any rights of ownership or use other than as set out by the Licences in respect of Pronamics' Intellectual Property to any person nor attempt to do so.

5.2. Any Intellectual Property which is given by the Customer to Pronamics for the purposes of implementation, adaptation, training or integration into the Customer's copy of the Products or as part of implementing the Services remains the property of the

Customer and shall not be taken to form part of the Intellectual Property in and to the Products, however, any design or implementation aspects derived from the input of aspects of that Intellectual Property into the Products becomes the Intellectual Property of Pronamics.

5.3. The Customer may not copy, reproduce, adapt, reverse engineer, resell, modify, vary, sub-licence, apply to register any legal rights over or take any steps in relation to Pronamics' Intellectual Property that is inconsistent with Pronamics' rights of full ownership to or full rights to use and exploit its Intellectual Property.

5.4. The Customer must comply with any requirements or directions of Pronamics from time to time in relation to security measures, procedures and policies relating to Pronamics' Intellectual Property.

5.5. The Customer must immediately inform Pronamics of any matter or thing which comes to the attention of the Customer which affects or may affect the security or ownership of Pronamics' Intellectual Property or of any infringement of Pronamics' Intellectual Property by the Customer or a Third Party.

5.6. Where the Customer's Intellectual Property is provided to Pronamics for the purposes of implementation, adaptation, training or integration into the Customer's copy of the Products or in the provision of the Services, the Customer grants Pronamics a perpetual and irrevocable licence to use, modify or alter the Intellectual Property for the purposes of carrying out the implementation, adaptation, training or integration into the Customer's copy of the Products or in the provision of the Services.

5.7. Any alteration or use of the Customer's Intellectual Property is subject to the limitation of liability included at Clause 6 below.

6. **Limitation Of Liability**

6.1. The Customer agrees that Pronamics is only providing the Services to the Customer and that Pronamics will not have direct access to the Customer's computer network or data, and will be required to provide the Services on an ad hoc basis with limited information with a goal of immediate functionality, without being held responsible for wider issue of implementation. The Customer acknowledges that online and computer-based services are innately subject to disruption, delay or undetectable error, and because of that, clauses 6.2, 6.3 and 7.1 are reasonable in the circumstances.

6.2. To the maximum extent permitted by law, in no event will Pronamics be liable to the Customer for any claim, damages or other liability, any direct or indirect loss, damage, consequential damage, costs or expenses (including legal costs on a solicitor and own client basis) that are incurred by the Customer in connection with or arising out of

the provision by Pronamics of the Services pursuant to this Agreement.

6.3. Should the Customer make any modifications or alterations to the key components of any Product outside the scope of its intended use, Pronamics will be in no way liable for any failure of the Services to yield up results satisfactory to the Customer.

6.4. Should the provision of the Services, through no fault of the Customer or the technical standard or skills of the Customer's staff or contractors cause a fault or defect in the Customer's Products, result in a defective Product, Pronamics will use its best endeavours to correct the fault or defect or replace the Product or with a replacement product at no charge to the Customer. If the fault or defect cannot be remedied by Pronamics within one-hundred and eighty (180) days of first being notified of the fault or defect, Pronamics will compensate the Customer by:

6.4.1. supplying the Services again;

6.4.2. providing equivalent Services;

6.4.3. paying the cost of having the Services supplied again; or

6.4.4. paying of the cost of having equivalent Services supplied.

6.5. Any action by Pronamics in accordance with Clause 6.3 shall in no way constitute an admission of liability nor a waiver of any of its rights contained in this Agreement or at law.

7. **Indemnity**

7.1. To the full extent permissible by law, the Customer indemnifies Pronamics and shall keep and hold Pronamics indemnified from and against any and all actions, claims, demands, costs or expenses including special, indirect or consequential damages (including legal costs and expenses on a solicitor and own client basis) made, sustained, brought or prosecuted or in any manner based upon damage to any property or occasioned by or attributable to any injury to any person (including death) or any infringement of any person's Intellectual Property rights related directly or indirectly to the provision of the Services by Pronamics to the Customer or any work or project undertaken or project delivered, where the Services have failed to correct or caused any loss or damage to any party whatsoever, save and except for any loss or damage that arises directly out of the negligent or malicious act or omission of Pronamics. To avoid any doubt, consequential damages referred to in this indemnity include any and all damages arising out of or in relation to any material derived from use of the Products purchased under the Primary Instrument and any modification, amendment or advice provided in the course of providing the Services.

8. **Termination**

8.1. Subject to clause 2 of this Agreement, a Party may terminate this Agreement at any time by giving written notice to the defaulting Party

specifying the Termination Date if the defaulting Party breaches any provision of this Agreement and fails to remedy that breach within thirty (30) days after receiving written notice from the non-defaulting Party requiring it to do so.

8.2. A Party may terminate this Agreement immediately if the other Party disposes of the whole or a substantial part of its assets, enters into a scheme of arrangement with its creditors, appoints an administrator or a liquidator or has an administrator or a liquidator appointed to it or if its sole director commits an act of bankruptcy and/or is declared bankrupt, the other Party ceases to carry on business or is unable to pay its debts as and when they become due.

8.3. To avoid any doubt, if this Agreement is terminated for any reason, the whole or part of the Service Fee paid in advance in accordance with this Agreement will not be refunded to the Customer by Pronamics unless this Agreement specifically provides otherwise.

8.4. If the Customer is prohibited from using the Product for any reason including but not limited to, the termination of the Licence, this Agreement will terminate.

9. Privacy Obligations

9.1. Pronamics will comply with the *Privacy Act 1988* (Cth) and any state or territory privacy legislation in relation to any Personal Information of the Customer's staff or its customers or business associates that it has acquired from the provision of the Services, to the same extent as it applies to the information or an opinion about the Customer.

9.2. The Customer acknowledges that Pronamics requires access to Personal Information or usage information about the Customer's use of the Products in order to provide the Services to the Customer. The Customer also acknowledges that it has inspected details of that access and usage listed in Pronamics' privacy policy at www.pronamics.com.auwww

9.3. and agrees to such access and usage.

9.4. If the Customer does not consent to Pronamics' access to or usage of the Personal Information and data as detailed in the privacy policy, the Customer must contact Pronamics immediately to advise that it does not permit such access and usage. If within thirty (30) days of the Commencement Date, the Customer does not contact Pronamics to prevent such access and usage, Pronamics is entitled to obtain access to and use of the Personal Information as detailed in the privacy policy.

10. Governing Law And Jurisdiction

10.1. This Agreement is governed by the laws in force in the state of Queensland, Australia and each Party submits to the non-exclusive jurisdiction of the courts of that state.

11. No Assignment

11.1. A Party to this Agreement may not assign, charge, offer for security, sub-licence or in any way deal with its rights or obligations under this Agreement, without the prior written consent of the other Party.

12. Costs And Taxes

12.1. Each Party will pay for its own legal and other costs incurred in relation to the preparation and execution of this Agreement.

12.2. The Customer shall pay the cost of any stamp duty or other taxes, levies or charges payable on or in connection with this Agreement.

12.3. The Customer will comply with relevant taxation legislation in making any payment pursuant to the terms of this Agreement and the Customer will not be in breach of this Agreement if it is required to withhold taxation from moneys payable under this Agreement and the Customer withholds amounts in accordance with that taxation legislation.

12.4. Any amount payable under the Terms and Conditions of this Agreement is exclusive of any goods and services taxation applicable to the transaction ("**GST**") unless expressly stated to be inclusive of GST.

13. Relationship Between The Parties

13.1. Each Party enters this Agreement as an independent contractor. Nothing in this Agreement creates any other relationship between the Parties including any relationship of partnership, agency, trust, joint venture or otherwise.

13.2. Nothing in this Agreement shall constitute or deem an employee of one Party to be an employee or responsibility of the other Party.

14. Entire Agreement

14.1. This Agreement constitutes the entire agreement of the Parties on the subject matter of this Agreement and supersedes any and all other representations or statements by any Party or its officers, employees or agents, whether oral or in writing, made prior to the Commencement Date.

14.2. Clause 14.1 shall be deemed to have its full effect, despite any purchase order or any other document with terms and conditions of purchase purporting to bind Pronamics or to displace any terms of this Agreement relating to the purchase of the Product, the Services, the Primary Instrument or this Agreement,

14.3. The Customer confirms and agrees that this Agreement and the terms and conditions of the Licence Agreement and the Primary Instrument will be the only terms and conditions that regulate the purchase, use, support and maintenance of the Product and the Terms and Conditions of this Agreement.

15. Electronic Execution

15.1. The Parties to this Agreement agree:

15.1.1. the provisions of the *Electronic Transactions Act 2001* (Qld) apply to this Agreement;

15.1.2. each Party may execute this Agreement by the authorised signatory affixing a digital or electronic signature to the place provided for execution of

this Agreement and agree that this Agreement executed in that manner will be legally binding on that Party;

15.1.3.   if this Agreement is executed by a Party affixing a digital or electronic signature in accordance with clause 15.1.2 of this Agreement, the other Party or Parties may rely on that signature as evidence of an intention to be bound by this Agreement and will not challenge the validity of the other Party's execution of it;

15.1.4.   this Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument; and

15.1.5.   the exchange of executed counterparts by email will create a binding Agreement provided the Party or Parties sending the executed counterpart has received some acknowledgement of receipt.

16.   **Definitions**

The following definitions apply unless the context otherwise requires:

"**Agreement**" means this agreement, the Terms and Conditions of this agreement, the Schedule and any amendment of them;

"**Business Day**" means Monday to Friday inclusive provided the day is not gazetted as a public holiday in the State of Queensland, Australia;

"**Business Hours**" means the period from 8.00am to 5.00pm on each Business Day;

"**Commencement Date**" means the date specified in Part 2 of the Schedule;

"**Confidential Information**" means all information, whether or not in a material form, passing between Pronamics and the Customer or obtained by a Party in connection with the performance of this Agreement which is confidential to a Party or identified as such by the Party to the other Party and includes any information relating to the Product or a Party's Intellectual Property;

"**Customer**" means the person specified in Part 1 of the Schedule;

"**Intellectual Property**" means statutory and other proprietary rights in respect of the registered or unregistered trade marks, the Product, patents, unregistered or unregistrable patents, copyright, moral rights, design rights, Confidential Information and any other rights including licensing rights with respect to intellectual property as defined in Article 2 of the Convention

Establishing the World Intellectual Property Organisation of July 1967;

"**Licence**" means individually and collectively, the Expert Estimation Genesis Licence, the Expert Estimation Express Licence, the Expert Project Licence, Expert Project Express Licence or the Cost to Complete Licence, the Product Management Licence or the Product Rental Licence to use the Products granted by Pronamics to the Customer under the Primary Instrument and as defined under the Primary Instrument and includes the separate Licence Agreement;

"**Licence Agreement**" means the separate licence agreement to which the Customer must agree to be bound before being able to gain full access to the Product;

"**Personal Information**" has the meaning as defined in the *Privacy Act 1988* (Cth).

"**Product**" or "**Products**" means and includes the products identified as "*Expert Estimation Management*", "*Expert Estimation Genesis*", "*Expert Estimation Express*", *"Expert Project*" or "*Expert Project Express*" or "*Cost to Complete* "specified in Part 3 of the Schedule to the Primary Instrument and Part 4 of the Schedule to this Agreement, all patches, Product Updates and Enhancements and all documentation associated with the Product (in any medium) to be provided by Pronamics to the Customer during the term of the Primary Instrument and any reference to the Product includes any one of more of them;

"**Product Updates and Enhancements**" means a Product upgrade or change that is made available to the Customer by electronic medium which includes but is not limited to, additional features, improvements to the performance of the Products, further developments of the Products, the Products in a different format including a .net framework or solutions for problem areas or errors which are released by Pronamics from time to time deemed necessary by Pronamics in its absolute discretion;

"**Primary Instrument**" means the agreement between Pronamics and the Customer to purchase a Licence;

"**Re-Establishment Fee**" means the amount equal to 50% of the Service Fee for each year

between the Disestablishment of the Agreement and its Re-Establishment;

"**Schedule**" means the schedule and each of the Parts to the schedule of this Agreement;

"**Service Fee**" means the amount specified in Part 4 of the Schedule for the number of Licences specified in Part 4 of the Schedule which is payable under the terms of this Agreement by the Customer to Pronamics;

"Service Levels" means the response times specified in Part 6 of the Schedule for the different Services to be provided by Pronamics pursuant to this Agreement; "**Services**" means the support and maintenance of the Product to be provided by Pronamics to the Customer under this Agreement as detailed in Part 5 of the Schedule at the Service Levels specified in Part 6 of the Schedule or as agreed to be provided by Pronamics from time to time during the Term;

"**Tax Invoice**" means the tax invoice that Pronamics sends to the Customer in accordance with this Agreement and which incorporates the terms of this Agreement;

"**Term**" means the period from the Commencement Date to the Termination Date;

"**Termination Date**" means the date specified in Part 3 of the Schedule to this Agreement or the date on which this Agreement terminates in accordance with this Agreement for any reason, whichever is sooner;

"**Terms and Conditions**" means the terms and conditions of this Agreement;

"**Third Party**" means any person other than the Parties; and

"**Year**" means the period of time that is twelve (12) months commencing on the Commencement Date.

Private and Confidential
Pronamics Pty Ltd ABN 18 096 998 211
Pronamics Support and Maintenance Agreement V#2018.1: <Insert_Agreement_Number>

Initial _____

pronamics™

reference schedule

Part 1   The Customer

Name of Customer:	<COMPANY>
Address of Customer:	<ADDRESS 1> <ADDRESS 2> <SUBURB>, <STATE> <POST CODE>
Telephone Number:	<CLIENT PHONE NUMBER>
Facsimile Number:	<CLIENT FAX NUMBER>
Email Address:	< CLIENT EMAIL ADDRESS>
Contact Person:	<CLIENT NAME>
Position of Contact Person:	<CLIENT JOB TITLE>
Date of Purchase Agreement:	<AGREEMENT CREATION DATE>

Part 2   Commencement Date

The <CD DAY NUMBER SPELT> day of <CD MONTH NAME>, <CD YEAR NUMBER> (<CD DAY NUMBER>/<CD MONTH NUMBER>/<CD YEAR NUMBER>) or as agreed by Pronamics and the Customer in writing

Part 3   Termination Date

The <TD DAY NUMBER SPELT> day of <TD MONTH NAME>, <TD YEAR NUMBER> (<TD DAY NUMBER>/<TD MONTH NUMBER>/<TD YEAR NUMBER>)

Private and Confidential
Pronamics Pty Ltd ABN 18 096 998 211
Pronamics Support and Maintenance Agreement V#2018.1: <Insert_Agreement_Number>

Initial _____

pronamics™

Part 4   **Support and Maintenance Fees for the Products**

Products	Number of Licences	Start of Support and Maintenance Period	End of Support and Maintenance Period	Amount	Total
<Company Name>					
<INCLUDED PRODUCT>	<RM LICENCE NUMBER>	<START OF MAINTENANCE DATE>	<END OF MAINTENANCE DATE>	<RM UNIT PRICE>	<RM TOTAL>
<RE PRODUCT> Re–-establishmentfee	<RE LICENSE NUMBER>	-	-	<RE UNIT PRICE>	<RE TOTAL>
				Total	<TOTAL>
				GST	<GST>
Total Cost of Support and Maintenance for the Products (GST inc)					<TOTAL + GST>

Part 5   **Support and Maintenance Services**

<u>Telephone Support</u> by providing answers to technical questions related to the Products available 24 hours per day, 7 days per week.

<u>Email support</u> by providing answers to the Customer's questions relating to the Products via the support@pronamics.com.au email address during Business Hours on Business Days.

<u>The provision of Product Updates and Enhancements</u> at least once per Year as deemed necessary by Pronamics during the Term in its absolute discretion.

pronamics™

Part 6   Service Levels

Telephone Support	Response within 2 hours of Pronamics logging the request made by the Customer by telephone for Support and Maintenance Services
Email Support	Response within 2 Business Days of receipt of the email by Pronamics logging the request for Support and Maintenance Services
Product Updates and Enhancements	No less than once per Year
Any other more urgent request for the Services	As agreed by the Parties from time to time

![pronamics™]

execution of this agreement

SIGNED for and on behalf of the Customer:

**Execution by
Authorised Signatory:**   _____

**Title and Position of
Customer:**   _____

**Name of Authorised
Signatory (Printed):**   _____

Date of Execution: _____

**Purchase Order Number
(Optional):**   _____

SIGNED for and on behalf of PRONAMICS PTY LTD ABN 18 096 998 211 in accordance with the *Corporations Act 2001* (Cth) and signed by:	)
	)
	)
	)
	)
	)
		....
		  Director / Company Secretary
		
		....
		  Director