

n3 Hub Customer Data Platform - End User License Agreement

STANDARD TERMS AND CONDITIONS OF SUPPLY

These Standard Terms will apply to the supply of any Products and Services by n3 Hub Ltd. ("Licensor") to the Party subscribing to the Product and/or Services ("Buyer").

SECTION A - STANDARD TERMS

1 OBJECTIVES

1.1 In entering into this agreement, the Parties' objectives are:

- (a) to provide for the supply of Products and/or Services that meet Buyer's requirements;
- (b) to implement arrangements which establish a software environment from which further developments can be made to enable Buyer to meet future changes and requirements in its business.

2 DURATION

2.1 This Agreement commences on the Effective Date and continues for the Term unless otherwise terminated in accordance with the provisions of this Agreement.

2.2 After the Initial Term, this Agreement will continue for consecutive Renewal Terms each of 12 months, automatically renewed annually provided that either Party does not provide notice of termination in writing at least 6 months prior to such renewal dates.

3 PRICING

3.1 The price for the Products and/or Services to be supplied will be as set out in the specific Contract for Products or Services. If the price of a particular Product or Service cannot be determined by reference to the Products and Services Price List, the Parties will endeavour in good faith and without delay, to agree those details.

3.2 All prices detailed in the Products and Services Price List or otherwise specified in a Contract are exclusive of GST, other Taxes, Insurance, packaging or delivery costs unless otherwise stated.

4 OUR OBLIGATIONS

4.1 Licensor will, in accordance with the Contract and as otherwise provided for in this Agreement:

- (a) supply and deliver the Products to Buyer; and/or
 - (b) provide Buyer with the Services; and
 - (c) provide the Documentation, if applicable
- in accordance with the Service Levels and the Specifications.

4.2 Licensor will immediately notify Buyer as soon as it becomes aware of:

- (a) any Conflict of Interest; or
- (b) any complaint or Claim relating to a breach of any Laws (including Privacy Laws).

4.3 Licensor will, in relation to the supply of a Product or Service or in complying with any other requirement under this Agreement:

- (a) obtain and maintain all necessary licenses or permits required;
- (b) at all times employ techniques and materials of a high quality and standard in accordance with Best Industry Practice;
- (c) maintain and allocate sufficient resources to comply with its obligations under this Agreement, including having adequately skilled Personnel and adequate tools,

- (d) technology and administrative support; and
- (d) co-operate at all times with Third Party Suppliers in relation to any matter relating to, or relevant to, the Products or Services.

5 PERSONNEL

5.1 Licensor will:

- (a) take all reasonable precautions to ensure its Personnel are of good character;
- (b) remove any Personnel from premises controlled by Buyer if Buyer directs their removal; and
- (c) ensure that Personnel (including any replacement Personnel):
 - (i) are suitably skilled, experienced and qualified for the relevant task or responsibility;
 - (ii) hold all necessary licenses, approvals and permits; and
 - (iii) when on Buyer premises or accessing any system of Buyer, comply with Buyer's then-current conduct, security, safety and other applicable guidelines.

5.2 If Buyer requires the removal of any Personnel of Licensor pursuant to the above clause, it will immediately remove that Personnel from the performance of all Services, and if requested by Buyer, replace the relevant Personnel as soon as possible.

6 ACCESS

6.1 Buyer will grant to Licensor's Personnel such access to the Buyer's premises, equipment and systems as may be reasonably required by those Personnel to perform Licensor's obligations under this Agreement and any Contract.

6.2 Buyer will have absolute discretion whether or not to grant to Licensor's Personnel access to Buyer's premises, equipment or systems and may at any time, acting reasonably, deny or suspend such access.

7 WARRANTIES

7.1 Licensor warrants to Buyer that each Product:

- (a) will meet the requirements of the specifications in respect of the description, quality and performance described in the Specifications, and will be substantially free from defects which repeatedly or consistently prevent satisfactory performance;
- (b) conforms to and will perform in accordance with any product description applicable to the Product and with all applicable Laws;
- (c) will be properly installed at Buyer's premises (if applicable);
- (d) is suitable for its intended purpose, if its purpose is expressly made known to Licensor;
- (e) and its use by Buyer does not infringe or violate, and will not at any time infringe, violate or make any unauthorised use of the rights (including Intellectual Property Rights) of any person.

7.2 Licensor warrants to Buyer that each Service:

- (a) and its receipt by Buyer, does not and its use will not infringe or make unauthorised use of the rights (including Intellectual Property Rights) of any person;
- (b) will be provided with all due care and skill that would be expected of a skilled professional experienced in providing the same or similar services;
- (c) complies with its Specifications and all applicable Laws, and will be substantially free from defects which repeatedly or consistently prevent satisfactory performance; and
- (d) is suitable for its intended purpose.

7.3 Licensor further warrants to Buyer that to the best of its knowledge, information and belief, no

Conflict of Interest exists or is likely to arise in the performance of its obligations under this Agreement or of any Contract.

7.4 Buyer warrants that it will not attempt, or knowingly or recklessly permit or encourage others to attempt, to decompile, decipher, disassemble, reverse engineer, or otherwise decrypt or discover the source code of any Software owned by Licensor.

7.5 Buyer warrants that it will not use Licensor's Services, Products and/or Software for any purpose that is improper, unlawful, or to post, share or transmit any material that:

- (i) is defamatory, offensive, obscene or otherwise objectionable; or
- (ii) is in breach of confidence or privacy of any third party's rights including copyright, trademark or other intellectual property rights; or
- (iii) is misleading or misrepresents its identity or which in any way suggests that it is are sponsored, affiliated or otherwise connected with Licensor.

7.6 Buyer warrants that it will not use Licensor's Services, Products and/or Software for any public or commercial purpose in any manner which may cause damage to Licensor or bring Licensor into disrepute.

7.7 Each Party warrants that:

- (a) it is authorised to enter into and be bound by this Agreement and any Contract;
- (b) it has the authority to grant the license rights provided to the other Party as set out in this Agreement and any Contract; and
- (c) it holds all licenses, approvals and permits required by Law to perform its obligations under this Agreement and any Contract; and
- (d) its representations to the other Party are complete and accurate, not misleading or deceptive and may be relied upon by the other Party in entering into this Agreement and any Contract; and
- (e) it will not, during the Term, engage in any activity that will or is likely to compromise either Party's ability to perform its obligations under this Agreement and any Contract fairly and independently.

8 PAYMENT

8.1 In consideration for Licensor supplying a Product or Service in accordance with the Contract, Buyer will, on receipt of a correct Tax Invoice, pay Licensor:

- (a) the price for that Product or Service (as the case may be); and
- (b) any agreed Expenses incurred by Licensor in the course of supplying a Product or Service, in accordance with the terms specified in that Contract.

8.2 Unless stated otherwise in the Contract, Buyer will pay Licensor within twenty Business Days of Buyer receiving a correct Tax Invoice.

8.3 All amounts due and payable by Buyer must be paid in full without set-off, counterclaim or any deduction whatsoever on or before the due date. If any payment due remains unpaid after its due date, Licensor may charge Buyer interest at the rate of 18% (eighteen percent) per annum on all sums overdue, from the due date to the date all such amounts are paid in full. Licensor will also be entitled to charge for all of the costs of recovery, including legal fees. Buyer also agrees to pay any costs of recovery including legal fees that are charged by Licensor's Debt Recovery Agency should the amount outstanding be passed to an agency for recovery

9 FORCE MAJEURE

9.1 To the extent that a Party's delay or inability to perform under this Agreement or any Contract is due to the existence of Force Majeure, the affected obligations of that Party under this Agreement or any Contract will, upon notification of Force Majeure to the other Party, be suspended until the passing of that Force Majeure event. A Party must take all reasonable steps to minimise any

disruption to and resume the performance of its affected obligations as soon as possible.

9.2 If all or substantially all of a Party's obligations under this Agreement or any Contract are suspended by a Force Majeure event by more than thirty days, the other Party may elect to terminate this Agreement or the affected Contract without penalty, or initiate discussions to modify the affected obligations by variation of this Agreement or the affected Contract.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 Unless otherwise expressly stated in this Agreement or any Contract, no pre-existing Intellectual Property Rights of either Party is assigned or otherwise transferred.

10.2 During the Term, to the extent that any pre-existing Intellectual Property Rights of Licensor or a third party is incorporated into or forms a part of a Product or Service, Licensor grants, or will procure from any third party the right to grant a non-exclusive, royalty-free license to do the following things in respect of such pre-existing Intellectual Property Rights:

- (a) install, use, support, maintain and operate all such things consistent with the operation and use of such Product or Service for the purpose for which it was intended to obtain the full benefit of the Product or Service; and
- (b) to use the pre-existing Intellectual Property Rights in relation to any Software which is licensed to Buyer under a Contract.

10.3 Licensor is the owner/legal licensee of all Software including but not limited to graphics, content, page layout, wireless data, schema and documentation. Buyer is provided a limited, non-exclusive license to use the Software during the term of this Agreement. Buyer acknowledges and agrees that it does not have other rights to the Software (or any modifications, improvements, derivative works or data aggregations, thereto), except as expressly set forth herein and, to the extent of Buyer's rights, if any, in any data collected by Licensor using the Software, Buyer grants to Licensor a non-exclusive license to use such data in non-identifying and/or aggregated form for the provision of Products and/or Services or otherwise in the operation of its business.

11 BUYER DATA

11.1 Buyer data is and will remain the property of Buyer at all times. Licensor will, upon request, allow Buyer to have access to any Buyer data in the possession of Licensor, and/or provide a copy of the same in the format and manner specified by Buyer.

11.2 Except as required by Law, Licensor will:

- (a) not use (or permit or assist any other person to use) Buyer data for any purpose other than directly in relation to the performance of its obligations under this Agreement and any Contract;
- (b) not, and will ensure that its Personnel will not:
 - (i) sell, commercially exploit, let for hire, assign rights in or otherwise exploit for pecuniary advantage; or
 - (ii) otherwise dispose of, any Buyer data.
- (c) unless otherwise expressly permitted under this Agreement, not make any Buyer data available to a third party other than an approved subcontractor, and then only to the extent necessary to enable the approved subcontractor to perform its party of Licensor's obligations under this Agreement and any Contract

11.3 Licensor will establish and maintain safeguards against the destruction, loss or alteration of Buyer data in the possession or control of Licensor that are:

- (a) in line with Best Industry Practice; and
- (b) comply with all applicable Laws, and Regulatory Requirements.

12 CONFIDENTIALITY

12.1 Each Party (“Receiving Party”) acknowledges that the Confidential Information of the other Party (“Disclosing Party”) is valuable to the Disclosing Party. The Receiving Party undertakes to keep the Confidential Information of the Disclosing Party secret and to protect and preserve the confidential nature and secrecy of that Confidential Information.

12.2 The Receiving Party may only use or reproduce the Confidential Information of the Disclosing Party for the purposes of performing the Receiving Party’s obligations or exercising its rights under this Agreement or any Contract.

12.3 The Receiving Party must:

- (a) not disclose the Confidential Information of the Disclosing Party to any person except as permitted by this Agreement or any Contract;
- (b) not make, assist or permit any person (including its authorised representatives) to make any unauthorised use, disclosure or reproduction of the Disclosing Party’s Confidential Information; or
- (c) cooperate with the Disclosing Party in any action which the Disclosing Party may take to protect the confidentiality of its Confidential Information under this Agreement or any Contract.

12.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to:

- (a) the Receiving Party’s Personnel, professional advisors or an agreed outsourced services provider requiring access to the information in connection with this Agreement or any Contract as necessary to obtain the benefits of, and/or fulfill obligations under this Agreement or any Contract;
- (b) the extent that Confidential Information already is or becomes public knowledge other than as a breach of clause 12.3;
- (c) the extent that Confidential Information can be proven to be already known by the Receiving Party at the time of the disclosure by the Disclosing Party, other than as a result of any disclosure under this Agreement or and Contract and other than as a breach of clause 12.3;
- (d) the extent that Confidential Information is obtained from a source other than the Disclosing Party or any related companies or representatives, where that source is entitled to disclose it without any obligation of confidence;
- (e) any person for a relevant purpose only with the prior written consent of the Disclosing Party; or
- (f) the extent required by Law or Regulatory Requirement, subject to the Receiving Party giving the Disclosing Party reasonable notice of any proposed disclosure (if permitted by Law and/or Regulatory Requirement) to enable the Disclosing Party to seek a protective order or other remedy to prevent or limit the disclosure.

12.5 The Receiving Party must ensure that any person to whom Confidential Information is disclosed under sub clauses 12.4(a) or 12.4(e) is bound by an obligation of confidentiality in respect of that Confidential Information on terms consistent with the provisions of this clause.

13 TERMINATION

13.1 Either Party may immediately terminate this Agreement and/or any Contract if:

- (a) the other Party breaches any term or condition of this Agreement or any Contract and:
 - (i) the breach cannot be remedied by that defaulting Party; or
 - (ii) if it can be remedied, the defaulting Party fails or refuses to do so within a period of not less than thirty days from notification to it, which specifies the nature of the breach and requires the defaulting Party to remedy the breach; or
- (b) the other Party becomes subject to an Insolvency Event.

13.2 Either Party may terminate this Agreement and/or contract (in whole or part) for no cause and without penalty by giving the other Party 6 months’ written notice.

13.3 Licensor may immediately terminate this Agreement and/or any Contract if any representations made by Buyer are found to be untrue or misleading.

13.3 Termination of this Agreement and/or any specific Contract will not affect the validity of any other existing Contracts, which will each continue in accordance with its terms (and the relevant terms of this Agreement incorporated into the Contract) until their respective termination or expiry.

13.4 Buyer will pay and reimburse Licensor for reasonable and verified actual direct costs or expenses incurred up to and resulting from Buyer's election to terminate under clause 13.2, where such termination takes effect during the Initial Term.

13.5 On expiry or termination of this Agreement or a Contract:

- (a) the Parties agree that by the latter of 20 Business Days from the date of expiry or termination Licensor will, at Buyer's request deliver to Buyer any complete or incomplete Products;
- (b) Buyer must pay any Tax Invoices due relating to Products or Services supplied up to the date of expiry or termination; and
- (c) each Party will return (or at the other Party's option, destroy and certify the destruction of) any of the other Party's property in its possession or control except to the extent that the Party retains rights in respect of such property in accordance with this Agreement or Contract.

14 INSURANCE

14.1 Licensor will:

- (a) at its own expense, obtain and maintain appropriate public liability and professional indemnity insurance for the Term or until the expiry of any relevant Contract (whichever is longer).

15 INDEMNITY

15.1 Buyer shall indemnify, defend and hold Licensor, its agents, affiliates, and licensors harmless from any claim, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any claim, action or proceeding (any and all of which are "Claims") by a third party arising out of its use of the Licensor's Services, Products and/or Software in any manner that breaches this Agreement or otherwise arising out of materials or technology presented to Buyer by Licensor.

15.2 Buyer agrees to indemnify Licensor and its officers, employees, and contractors (together the "Indemnified Parties") and hold them jointly and severally harmless against all loss, damage, cost or expense which any of the Indemnified Parties suffers or incurs as a result of a breach of these terms and conditions by Buyer or any employee, contractor or agent engaged by Buyer.

16 LIABILITY

16.1 Subject to clauses 16.2 to 16.4, Licensor's liability, including that of its officers, employees, contractors and agents, to Buyer, will at all times, whether for breach of contract, in tort, in equity or for any other cause of action whatsoever, be limited to the lesser of:

- (a) the total fees and charges which Buyer paid to Licensor for Products and/or Services purchased in the six-month period immediately preceding the date of the written claim, or the first claim if a series of related claims; and
- (b) \$50,000.

16.2 In no event, whether as a result of breach of contract or alleged negligence or strict liability or otherwise, shall Licensor be liable to Buyer for special or consequential damages, including, without limitation, loss of profits or revenue, cost of capital, cost of substituted products, facilities or services,

down-time costs, labour costs, or claims of any affiliate of Buyer, regardless of whether Licensor was, or should have been, aware of the possibility of such damages or costs.

16.3 Due to the inherent uncertainties associated with providing any services online via the Internet and related computer systems, Licensor is unable to guarantee that its Products and/or Services will be supplied uninterrupted and fault free at all times. Buyer accepts this.

16.4 Licensor may, as part of the Products and/or Services, supply Buyer with links to, or data from third party suppliers. Although Licensor will take reasonable steps to ensure the accuracy and completeness of such links and data, it will not be liable for any error, inaccuracy or omission in relation to such items.

17 SURVIVING PROVISIONS

The covenants, conditions and provisions of this Agreement or any Contract which are intended or capable of having effect after the expiration or termination of this Agreement or any Contract (including provisions relating to warranties, indemnities, liability, licenses and Intellectual Property) will remain in full force and effect following any expiration or termination of this Agreement or any Contract.

18 GENERAL

18.1 Each Party shall, in performing its obligations under this Agreement, comply with all applicable Laws (including identifying and procuring required permits, certificates, approvals and inspections) or industry standards which are or may in future be applicable to the performance of a Party's obligations under this Agreement.

18.2 Licensor and Buyer are independent contractors and neither Party has the authority to bind the other. Neither this Agreement nor any Contract is intended to and will not be taken to constitute and partnership, agency, employment or joint venture relationship between the Parties.

18.3 This Agreement may only be varied by written amendment signed by both Licensor and Buyer.

18.4 A waiver by either Party in respect of a breach of a provision of this Agreement or any Contract by the other Party will not be taken to be a waiver in respect of any other breach. The failure to enforce any provision of this Agreement or any Contract will not be interpreted as a waiver of that provision.

18.5 Except as otherwise provided in this Agreement or any Contract, all rights and remedies available to a Party under this Agreement or any Contract are cumulative and not exclusive of any other rights or remedies at Law.

18.6 A Party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this Agreement.

18.7 This Agreement, including any Schedules and all Contracts, contains the entire understanding between Licensor and Buyer concerning its subject matter and supersedes all previous agreements and understandings between the Parties on such subject matter.

18.8 Any provision of this Agreement that is prohibited or unenforceable will be ineffective to the extent of the prohibition or enforceability. This will not, however, invalidate the remaining provisions of this Agreement.

18.9 This Agreement is deemed to be signed by a Party if that Party has signed or attached that Party's signature to any of the following formats of this Agreement:

- (a) an original;
- (c) a photocopy;
- (d) a PDF or email image copy; and if each Party has signed or attached that Party's

signatures to any such format and delivered it in such format to the other Party, the executed formats shall together constitute a binding agreement between the Parties.

18.10 Buyer must not assign any of its rights or obligations under this Agreement to any third party without the prior written consent of Licensor. Licensor may assign its rights or obligations under this Agreement to any third party of substance who purchases the whole or a substantial part of its business at any time with reasonable prior notice to Buyer. Licensor will be released from all liability to Buyer from the date of any such assignment.

18.11 If either Party has any issues or concerns about this Agreement or wider business relationship, both Parties agree to set those concerns out reasonably, in an email to the other Party, after which both Parties must use all reasonable endeavours to discuss or meet to try to resolve the issue amicably. This step must be taken before any other legal action is taken by either Party, other than in respect of any monies owing by Buyer to Licensor, or in respect of any urgent interlocutory relief.

18.12 This Agreement and each Contract is governed by and construed in accordance with the Laws of New South Wales, Australia and the Parties submit to the non-exclusive jurisdiction of the New South Wales, Australia courts and any courts of appeal from them, and will not object to those courts on the basis that they are forum non conveniens.

SECTION B - DEFINITIONS

Agreement	means this Master Services Agreement comprised of the Agreement Details and the Standard Terms.
Best Industry Practice	means that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, reasonable and experienced operator in the software and services industry in the same or similar circumstances, with reference to best international standards and practice.
Business Day	means a weekday in Sydney, New South Wales, Australia, other than a public holiday.
Buyer	means the Party subscribing to the Product and/or Services
Claim	means, in relation to a Party, a demand, claim, action or proceeding made or brought by or against that Party, in contract, tort (including negligence) or otherwise, however arising and whether present, unascertained, future or contingent.

Confidential Information	means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by a Party to the other, or learnt or accessed by, or to which the other Party is exposed as a result of entering into this Agreement or any Contract and includes any information and material concerning the contractual or commercial dealings, financial details, products or services (current or proposed), customers, employees, internal policy, the Intellectual Property or other proprietary information or material of a Party or dealings under this Agreement or any Contract.
Conflict of Interest	means any activity or event that will or is likely to compromise Licensor's ability to perform its obligations under this Agreement or any Contract fairly and independently, including: <ul style="list-style-type: none"> a. any material legal proceedings or public investigation (actual or threatened); b. any material reduction to the technical or financial resources of Licensor; c. any restriction or obligation under another agreement which would be breached by Licensor entering into this Agreement or any Contract; or d. where any competitor of the Buyer holds or acquires more than 20% ownership or control of Licensor.
Contract	means a contract for the supply of Products and/or Services made between Licensor and the Buyer , as prepared and executed in accordance with this Agreement, and includes any special terms. The elements in the contract include: <ul style="list-style-type: none"> a. Parties b. Agreement Date c. Effective Date d. Initial Term e. Specific Products and/or Services provided f. Service Levels g. Contact & Relationship Manager Details
Documentation	means the reference manual, user guide, technical documents and other information materials (whether in electronic form or hardcopy) containing product descriptions or other manufacturer's specifications or user directions relating to or for assisting the installation, use and/or application of the Products or Services (as the case may be) and includes replacements, amendments and additions.
Effective Date	means the effective date set out in the Contract.

Force Majeure	<p>means, in relation to the affected Party, an event or occurrence:</p> <p>a. which is beyond that Party's reasonable control (including, without limitation, acts of God or public enemy, flood, earthquake, storm, cyclone, tornado, hurricane, lightning, fire, explosion, epidemic, war, embargoes, riot or civil disturbances, sabotage, expropriation, confiscation or requisitioning of facilities, the imposition of disabling exchange rate controls, orders or temporary or permanent injunctions of any duly constituted court of competent jurisdiction); and</p> <p>b. which that Party did not cause and could not have reasonably foreseen or taken reasonable measures to prevent,</p> <p>but which shall not include strikes, lockouts or any other form of labour dispute or any other form of delay caused by contractual or labour relations between either Party and any of its employees, agents, subcontractors or suppliers, or inability to perform due to lack of funds.</p>
Initial Term	means the Initial Term as set out in the Contract.
Insolvency Event	<p>means an event by which a Party:</p> <p>a. becomes or is deemed to be bankrupt or insolvent;</p> <p>b. is placed in or under receivership, receivership and management, liquidation or official management or administration;</p> <p>c. is liquidated or wound up or a resolution is made for the liquidation or winding-up;</p> <p>d. is made subject to any arrangement, assignment or composition (otherwise as a result of voluntary corporate reconstruction); or</p> <p>e. is subject to any other event that has a similar effect to any of the events described in (a) to (d) in this definition.</p>
Insurance	means a policy of Professional Indemnity and/or Public Liability insurance.
Intellectual Property Rights	means all industrial and intellectual property rights and interests (including common law rights and interests) of any kind including but not limited to copyright (including rights in computer software), trademark, service mark, design, patent, trade secret, trade, business, domain or company names, moral rights, rights in Confidential Information, know-how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms or protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world. Intellectual Property has a similar meaning.

Law	means any principle in common law, customary law or equity and any requirement under any legislation, order, regulation, statute, treaty, rule, instrument, code of practice, ordinance or other legislative measure, present or future, in each case of any jurisdiction.
Licensor	means the Party supplying the Product and/or Services.
Party	means a party set out in the Contract, collectively referred to as the Parties.
Personnel	of a party means officers, employees, agents, contractors and subcontractors of that Party.
Price List	means the details and fixed prices of certain Products and/or Services offered by Licensor to the Buyer during the Term under this Agreement as set out in a Contract.
Product	means any product or work (including software, hardware, and agreed deliverables) and any Documentation, related manuals or technical notes to be supplied by Licensor to the Buyer as described under and in accordance with the Contract.
Renewal Term	means the renewal term as set out under the Contract.
Service Levels	means, in respect of a Service, the minimum level of performance that Licensor must achieve in performing that Service, as specified in the Contract.
Service	means a service to be supplied by Licensor to the Buyer as described under and provided in accordance with the Contract.

Software	<p>means the object code version of the computer software or firmware detailed in the relevant Contract, and which Licensor provides the Buyer the right to use in accordance with this Agreement and includes:</p> <ul style="list-style-type: none"> a. any update or new version released in respect of such software and accepted by the Buyer; b. any software developed by or on behalf of Licensor for the Buyer under this Agreement or any Contract, including any customisation or development of any Software made specifically for the Buyer; and c. any “software as a service” (SaaS) software.
Specifications	<p>means the functional, technical and operational specifications for the applicable Product or Service which may be comprised of:</p> <ul style="list-style-type: none"> a. the specifications for the applicable Product or Service agreed between the Parties as set out in the relevant Contract and in any relevant correspondence between the Parties; b. the Buyer’s requirements for the applicable Product or Service as communicated to Licensor; and c. Licensor’s or relevant manufacturer’s (as the case may be) published marketing material, technical and operating documentation for the applicable Product or Service.
Tax Invoice	has the meaning given by the GST Law.
Taxes	means all taxes, charges, duties, levies, fees and other Government imposts levied, assessed or collected, including any related fine or penalty, but excludes GST.
Term	means the Initial Term and any Renewal Term as set out under the Contract.
Third Party Suppliers	means any third party engaged by either Party to supply products and/or services.