SOFTWARE LICENCE AND MAINTENANCE AGREEMENT

Agreement

1. Provision of Software

1.1 The Licensor offers the software named in the proposal sent by the Licensor to the Customer (**Proposal**) which will be delivered by the **Licensor** to the **Customer** in the manner designated by the **Licensor**.

1.2 In some cases, the **Software** may interface or interoperate with third party services and plugins. Where the **Customer** requires such third party services, the **Customer** is solely responsible for managing and maintaining the third party services and any associated licences.

2. Grant of Licence and Acceptance of Terms and Conditions

2.1 By accessing and using the Software, the Customer accepts and agrees to the terms of this Agreement.

2.2 The Licensor reserves the right to amend and update this Agreement, without notice to Customer, by publishing any amended agreement on its website www.waterRIDE.net.

2.3 In consideration for the Customer's full payment of the Fees, the Licensor hereby grants to the Customer a non-exclusive, non-transferable, limited licence to use and access the Software for the Customer's internal business purposes for the duration of the Term, subject to the Licensor's right to terminate this Agreement under clause 13.2.1.

3. Licence Conditions

3.1 The Customer must only use the Software:

3.1.1 in accordance with the terms of this Agreement; and

3.1.2 in accordance with the normal operating procedures as notified by the Licensor.

3.2 The Customer must not:

3.2.1 copy, alter, modify or reproduce the Software except to the extent otherwise authorised by this Agreement;

3.2.2 reverse engineer, reverse assemble, decompile, disassemble, decipher, decrypt or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Software or otherwise seek to discover or obtain the source code or non-public APIs to Software (including any data structure or similar materials produced by the Software), except to the extent expressly permitted by Applicable Law despite this prohibition (and then only upon advance notice to Licensor);

3.2.3 attempt to bypass any security measures within the Software;

3.2.4 use the Software for any purpose other than its internal business purpose;

3.2.5 use the Software to provide, or incorporate it into any product or service provided to, a third party, except as expressly permitted herein;

3.2.6 sell, resell, sublicence, redistribute, repurpose or rent access to the Software;

3.2.7 modify, adapt or create derivative works of a Software;

3.2.8 remove or obscure any proprietary or other notices of Worley or of any third party contained in the Software;

3.2.9 publicly disseminate information regarding the performance of the Software without explicit written agreement with Worley; or

3.2.10 host the Software in an environment not approved by Worley.

3.3 The Customer must only access the Software via equipment specified by the Licensor as meeting the relevant operational requirements. If the Customer chooses to access the Software via any other equipment, the Customer acknowledges and agrees that:

3.3.1 the functionality of the Software may be reduced or materially affected; and

3.3.2 the Customer will be using such alternative equipment at the Customer's sole risk.

3.4 The Customer is not restricted to:

3.4.1 hardware systems or devices through which the Software is accessed; or

3.4.2 the number of users accessing or utilising the Software,

provided that:

3.4.3 the users each:

a. have an appropriately paid up number of licences (as specified in the Proposal); and

b. are using the Software solely for the purpose of and in connection with the Customer's business; and

3.4.4 the Customer remains liable for all actions and inactions of its users who access and use the Software.

3.5 The Licensor is only obliged to support and maintain the Software as specified this Agreement.

3.6 The Customer acknowledges that there is no transfer of title or ownership to the Customer of the Software or any modifications, updates or new releases of the Software.

4. Maintenance

4.1 In consideration for the Customer's payment of the Maintenance Fees and for as long as the Customer continues to pay the Maintenance Fees, the Licensor agrees to:

4.1.1 investigate and resolve reported problems with the Software in accordance with this clause 4; and

4.1.2 provide updates and upgrades to the Software in accordance with clause 5.1 for the term of the maintenance period.

4.2 The maintenance services provided under this Agreement are available between 9am and 5pm Sydney time, on Business Days (Working Hours).

4.3 The Customer must, before the beginning of the Term, nominate one or more representatives responsible for liaising with the Licensor for maintenance services or general enquiries. The Customer may, from time to time, replace its representatives with reasonable notice to the Licensor.

4.4 Upon receipt of a problem report from the Customer about an Error with the Software, the Licensor will:

4.4.1 make commercially reasonable efforts to promptly investigate the issue;

4.4.2 advise the Customer whether an Error exists; and

4.4.3 where an Error exists, advise as to what, if any, solution exists.

4.5 The Licensor shall, acting reasonably and in consultation with the Customer, categorise, respond to and make commercially reasonable efforts to correct an Error and ensure the software functions in accordance with the 'Error response and resolution targets' table in the Reference Schedule.

4.6 The Licensor may, at any time, and acting reasonably and in consultation with the Customer, vary the severity assigned to any reported Error under clause 4.5 where:

4.6.1 the Error meets the criteria defined for the revised severity; or

4.6.2 the resolution time designated for the original or upgraded severity has lapsed without resolution of the Error.

4.7 While every effort will be made to provide a resolution to the Error, including by workaround or patch, within the target resolution time specified, the Licensor cannot guarantee a resolution within this period;

4.8 The maintenance services and target times described in clauses 4.4 and 4.5 exclude:

4.8.1 support of releases of the Software other than the then-current and immediately prior version;

4.8.2 support for any modifications made to the Software, or any part thereof, by the Customer or for the Customer by persons other than the Licensor;

4.8.3 the provision of new products as an update or upgrade;

4.8.4 any shipping or transport charges in connection with an update or upgrade; or

4.8.5 services for any and all Errors which are subsequently determined by the Licensor to be an Error in the relevant hardware or the Customer's system or otherwise not substantially caused by the Licensor.

5. Updates, Upgrades And Training

5.1 From time to time during the Term, the Licensor may make available updates and upgrades to the Software. The Licensor will:

5.1.1 notify the Customer by email; and

5.1.2 make available the updates and upgrades at a time of its choosing.

5.2 This Agreement will continue to apply in all respects to the update or new release which shall be deemed to be the Software for the purpose of this Agreement.

5.3 The Customer is responsible for the installation of the Software and any updates or upgrades received. However, at the Customer's request, the Licensor may provide the Customer with installation support or training in accordance with clause 5.4.

5.4 Where the Customer requires the provision of services under clauses 4.8 or 5, or any additional support services to cover areas such as training, project support, and software installation:

5.4.1 the Customer and the Licensor must enter into a work order for such services;

5.4.2 the Customer agrees to pay the Licensor on a time and materials basis for such services at the rates specified by the Licensor in the relevant work order; and

5.4.3 where the Customer requires training services and subsequently cancels or does not attend the training, the Customer acknowledges and agrees that it is responsible for the Licensor's costs of preparing and facilitating the training.

6. Modifications

6.1 The Customer must not modify, alter or customise the Software or merge all or any part of the Software with any other software without the Licensor's prior written permission.

6.2 If the Software is modified or altered by the Licensor at the Customer's Request, or by the Customer or a third party with the permission of the Licensor pursuant to clause 6.1:

6.2.1 the costs associated with the modifications or alterations or the costs arising out of the investigation of the effects of proposed modifications or alterations will be borne solely by the Customer; and

6.2.2 the Customer indemnifies the Licensor against any and all liability which may be incurred by the Licensor if such modifications or alterations infringe any Intellectual Property Rights of a third person or otherwise cause the Licensor to suffer loss, damages or expense.

6.3 The Software as modified or altered remains the property of the Licensor in all respects, whether modified by the Customer, the Licensor or a third party and whether or not authorised pursuant to this Agreement. On the Licensor's request, the Customer must:

6.3.1 assign the Licensor all Intellectual Property Rights arising out of any modifications to the Software; and

6.3.2 execute such documents and perform such other acts as are necessary in order to give effect to this clause 6.3.

6.4 This Agreement will continue to apply in all respects to the modified Software, which shall be deemed to be the Software for the purpose of this Agreement.

7. Security

The Customer must not introduce (or seek to introduce) any Virus into the Software or any associated systems.

7.1 The Customer is solely responsible for the security of the Customer's access to the Software, as well as the use, supervision, management and control of the Software and any documentation by the Customer's users.

7.2 The Customer must ensure that the Software is protected at all times from misuse, damage, destruction or any form of unauthorised use or access, including by the Customer's users.

7.3 The Customer must:

7.3.1 keep accurate records of the Customer's use of the Software in accordance with the specifics set out in the Proposal, and, where permitted under clause 6.1, any records relating to the access, copying, modification and disclosure of the Software;

7.3.2 permit the Licensor to inspect such records at the Customer's premises during the Working Hours; and

7.3.3 on the Licensor's request, immediately furnish to the Licensor a copy of all or any part of such records.

7.4 The Customer shall indemnify the Licensor against any loss,

costs, expenses, demands or liability, whether direct or indirect, arising out of the Customer's breach of this clause 7.

8. Fees and Payment

8.1 The Licensor shall invoice the Customer:

8.1.1 for the Licence Fee: on the Commencement Date;

8.1.2 for the Maintenance Fee: on the Commencement Date and each anniversary thereafter (or other date as determined by Licensor in order to align billing with a financial year quarter, provided that if invoiced on another date, the Maintenance Fee will be prorated accordingly); and

8.1.3 for any updates, upgrades or training services under clause 5.4, in accordance with the directions in the relevant work order.

8.2 If the Customer elects at any time during the Term to not receive the maintenance services set out in clause 4 and to cease paying the Maintenance Fee, the Customer will be charged a Maintenance Renewal Fee if the Customer subsequently elects to receive such maintenance services. For the avoidance of doubt, the Maintenance Renewal Fee is in addition to the Maintenance Fee that is due and payable for the maintenance services. The Licensor shall invoice the Customer for the Maintenance Renewal Fee on the date that the Customer subsequently elects to receive the maintenance services.

8.3 Each invoice shall be due within 30 days after its invoice date.

8.4 Where an invoice becomes overdue, the Licensor may, in its sole discretion:

8.4.1 charge a late fee of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, on all amounts due that are not paid in full at the time provided above; and

8.4.2 suspend the Customer's access to the Software and the Licensor's provision of any Maintenance Services in the event amounts due to the Licensor from the Customer in accordance with this Agreement exceed 30 days past due.

8.5 All fees or any payments and additional charges payable under this Agreement are exclusive of any taxes, duties or charges which may be applicable, including goods and services, sales or use, customs and withholding and like charges, all of which shall be paid by the Customer.

8.6 All fees or other payments and additional charges payable under this Agreement are non-refundable except as otherwise set out in clause 13.5.

8.7 The Licensor, may, in its sole discretion, increase the Maintenance Fee with notice to the Customer 45 days before the next maintenance renewal date. Where the Customer does not accept the increase to the Maintenance Fee, the Customer may terminate this Agreement in accordance with clause 13.3.

9. Intellectual Property Rights

9.1 Any rights not expressly granted to the Customer under this Agreement are reserved to the Licensor and its third party licensors in respect of all right, title and interest. The Customer expressly grants to the Licensor a worldwide right to host, copy, transmit and display any data or documentation the Customer creates or uploads using the Software. Such licence to the Licensor is strictly for the purposes of providing the Customer with access to and use of the Software, along with any ancillary services.

10. Indemnification

10.1 The Customer shall indemnify the Licensor against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging any infringement of Intellectual Property Rights caused by:

10.1.1 the Customer's use of the Software in combination by any means and in any form with other goods not specifically approved by the Licensor;

10.1.2 the Customer's use of the Software in a manner or for a purpose not reasonably contemplated or not authorised by this Agreement;

10.1.3 the Customer's modification, customisation or alteration of the Software without the prior written consent of the Licensor; or

10.1.4 any transaction entered into by the Customer relating to the Software without the Licensor's prior consent in writing.

10.2 The Licensor shall indemnify the Customer against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging any infringement of a third party's Intellectual Property Rights caused by the Customer's use of the Software in accordance with the terms of this Agreement.

11. Warranty and Implied Terms

11.1 THE LICENSOR WARRANTS THAT IF PROPERLY USED, THE SOFTWARE WILL CONFORM, IN ALL MATERIAL RESPECTS, TO THE THEN-CURRENT DOCUMENTATION FOR A PERIOD OF 30 DAYS AFTER THE COMMENCEMENT DATE, OR, IN THE CASE OF UPDATES OR RELEASES, AFTER THE DATE THAT THE UPDATE OR RELEASE IS MADE AVAILABLE TO THE CUSTOMER.

11.2 EXCEPT AS PROHIBITED BY APPLICABLE LAW OR OTHERWISE PROVIDED IN THIS AGREEMENT (AND SUBJECT TO CLAUSES 11.3 AND 12.1), THE SOFTWARE IS PROVIDED "AS IS", THE CUSTOMER USES THE SOFTWARE AT ITS OWN RISK, AND THE LICENSOR MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SOFTWARE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, ANY WARRANTY ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, ANY WARRANTY THAT THE SOFTWARE WILL BE PROVIDED UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR ANY WARRANTY THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11.3 WHERE LEGISLATION IMPLIES IN THIS AGREEMENT ANY CONDITION OR WARRANTY, AND THAT LEGISLATION AVOIDS OR PROHIBITS PROVISIONS IN A CONTRACT EXCLUDING OR MODIFYING THE APPLICATION OF OR EXERCISE OF OR LIABILITY UNDER SUCH CONDITION OR WARRANTY, THE CONDITION OR WARRANTY SHALL BE DEEMED TO BE INCLUDED IN THIS AGREEMENT. HOWEVER, THE LIABILITY OF THE LICENSOR FOR ANY BREACH OF SUCH CONDITION OR WARRANTY SHALL BE LIMITED, AT THE OPTION OF THE LICENSOR TO THE EXTENT PERMITTED, TO ONE OR MORE OF THE FOLLOWING:

11.3.1 THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS;

11.3.2 THE REPAIR OF SUCH GOODS;

11.3.3 THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR

11.3.4 THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.

12. Liability of Licensor

12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSOR SHALL BE UNDER NO LIABILITY TO THE CUSTOMER IN RESPECT OF ANY LOSS OR DAMAGE (INCLUDING FOR LOSS OF PROFITS, WASTED EXPENDITURE, ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF DATA OR FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGE WHETHER OR NOT THE LOSS OR DAMAGE WAS FORESEEABLE OR CONTEMPLATED BY THE LICENSOR OR IF THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE) WHICH THE CUSTOMER MAY SUFFER OR INCUR OR WHICH MAY ARISE DIRECTLY OR INDIRECTLY IN RESPECT OF THE SOFTWARE (INCLUDING THE CUSTOMER'S USE OF THE SOFTWARE, ANY RESULTS, OUTPUTS OR OUTCOMES GENERATED BY THE CUSTOMER'S USE OF THE SOFTWARE OR ANY ERROR), ANY ERRORS OR OMISSIONS IN THE SOFTWARE OR THE DOCUMENTATION, ANY GOODS OR SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT OR IN RESPECT OF A FAILURE OR OMISSION ON THE PART OF THE LICENSOR TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

12.2 IN RESPECT OF ANY LIABILITY THAT IS NOT EXCLUDED BY CLAUSE 12.1, THE LICENSOR'S LIABILITY FOR ANY LOSS OR DAMAGE WHICH THE CUSTOMER MAY SUFFER OR INCUR OR WHICH MAY ARISE DIRECTLY OR INDIRECTLY IN RESPECT OF THE SOFTWARE OR THIS AGREEMENT SHALL BE CAPPED IN RESPECT OF ALL CLAIMS TO THE FEES PAID OR PAYABLE BY THE CUSTOMER IN THE 12 MONTHS BEFORE THE CLAIM ARISES.

13. Term and Termination

13.1 This Agreement commences on the earlier of:

13.1.1 the Commencement Date; and

13.1.2 date of the Customer's first use of the Software,

and continues for a period of 12 months unless it is earlier terminated in accordance with this clause 13 (**Term**). This Agreement shall automatically renew for additional 12 month Terms unless otherwise terminated in accordance with this clause 13.

13.2 Either party may terminate this Agreement where the other party:

13.2.1 is in material breach of this Agreement and, where such breach is capable of remedy, fails to remedy that breach within 30 days of a written notice requiring it to do so;

13.2.2 purports to assign, transfer or novate the licence to the Software other than in accordance with clause 17.4; or

13.2.3 suffers an insolvency event.

13.3 The Licensor may terminate this Agreement where the Customer merges or is acquired by a competitor of the Licensor.

13.4 Either party may terminate this Agreement with effect from the expiry of the then-current Term, provided such party gives at least 30 days' notice to the other party prior to the date of such expiry.

13.5 Where the Customer validly terminates this Agreement for the Licensor's breach under clause 13.2.1, the Licensor will provide the Customer with a refund of any unutilised prepaid Maintenance Fees, calculated on a pro rata basis.

14. Effects of Termination

14.1 On termination of this Agreement (except by the Licensor pursuant to clause 13.2.1):

14.1.1 all outstanding or unpaid Fees become due and payable;

14.1.2 the obligations of confidentiality (but not the rights to use or disclose) under clause 15 will continue to apply to the parties; and

14.1.3 clauses 2, 3, 6, 7, 8, 9, 10.1, 12, 14.1, 16 and 17 will continue to apply to the parties.

14.2 On termination of this Agreement by the Licensor pursuant to clause 13.2.1:

14.2.1 the licence to the Software granted under clause 2 automatically ceases;

14.2.2 all outstanding or unpaid Fees become due and payable;

14.2.3 the Customer must:

a. return the Software, and any copies it has made of the Software, to the Licensor; or

b. with the Licensor's prior written consent, destroy, and certify the destruction of, all copies of the Software;

14.2.4 the obligations of confidentiality (but not the rights to use or disclose) under clause 15 will continue to apply to the parties;

14.2.5 clauses , 8, 9, 10.1, 12,14.2, 16 and 17will continue to apply to the parties; and

14.2.6 within 30 days of termination or expiry of this Agreement, on request by the Customer, the Licensor will make reasonable endeavours to make available to the Customer any data and documents the Customer have uploaded to the Licensor's systems in connection with the Customer's use of and access to the Software. The Licensor may charge the Customer a reasonable cost for doing so.

14.3 For the avoidance of doubt, if this Agreement terminates and the Customer continues to have access to or use the Software, the Customer will continue to be subject to all of the responsibilities and obligations that are set out in this Agreement with respect to the Software and the Customer's use of the Software.

15. Confidentiality

15.1 Subject to the provisions of clauses 15.2 and 15.3, each party must:

15.1.1 treat the other party's Confidential Information as strictly confidential and use best efforts (which are at least the same used to protect its own Confidential Information) to protect the other party's Confidential Information from disclosure;

15.1.2 only use the other party's Confidential Information solely for the purposes contemplated by this Agreement; and

15.1.3 not, without the prior written consent of the party from whom the Confidential Information was obtained (which may be withheld in that party's absolute discretion), publish, use or otherwise disclose to any person the other party's Confidential Information except for the purposes contemplated by this Agreement.

15.2 Each party may disclose Confidential Information which would otherwise be subject to clause 15.1 if, but only to the extent, it can demonstrate that:

15.2.1 such disclosure is required by applicable law;

15.2.2 the Confidential Information was lawfully in its possession before its disclosure by the other party and had not been obtained from the other party or a third party with a duty to keep it confidential; or

15.2.3 the Confidential Information has come into the public domain other as a result of a breach of this Agreement or any other obligation of confidence,

provided that to the extent possible, any such disclosure must not be made without prior consultation with the party from whom the Confidential Information was obtained and in the case of disclosures under clause 15.2.1, must be made so as to minimise any such disclosure.

15.3 Each party may, for the purposes contemplated by this Agreement disclose the other party's Confidential Information to its officers and employees who need to know the other party's Confidential Information in order to perform under this Agreement, provided that:

15.3.1 such persons have first been directed (**Direction**) by the disclosing party to keep the Confidential Information confidential; and

15.3.2 each disclosing party must enforce each Direction at its own cost.

16. Dispute Resolution

16.1 In the event of any claim, dispute or misunderstanding arising out of or in connection with this Agreement, each of the parties shall notify the other party and first attempt to reach a satisfactory resolution directly through its representatives with:

16.1.1 knowledge of the subject matter of the dispute; and

16.1.2 authority to settle the matter.

16.2 In the event that a claim, dispute or misunderstanding cannot be resolved with 7 days of the first notice of the claim, dispute or misunderstanding under clause 16.1 such matter shall then be submitted to arbitration administered by the Australian Commercial Disputes Centre (ACDC).

16.3 The Arbitration shall be conducted in accordance with ACDC Arbitration Guidelines which are hereby deemed incorporated.

17. General

17.1 This Agreement will be governed by and construed according to the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

17.2 If any provision of this licence is held by a court of competent jurisdiction to be contrary to law or void (including in respect of any unfair contract terms legislation), that provision will be deemed to be null and void and the remaining provisions of this Agreement will be severed and otherwise continue in full force and effect.

17.3 This Agreement is the entire agreement between the party's regarding the Customer's access to and use of the Software. It supersedes and displaces all prior arrangements, agreements, discussions and representations (written or oral) in respect of its subject matter.

17.4 This Agreement is personal to the Customer and may not be assigned or novated without the Licensor's prior written consent (not to be unreasonably withheld or delayed). The Licensor may assign or novate this Agreement by written notice to the Customer and the Customer will, on request, promptly and without charge execute any document the

Licensor reasonably provides to the Customer to effect this.

17.5 No failure or delay by either party in exercising any right under this Agreement will constitute (or be deemed to constitute) a waiver of that right.

18. Definitions And Interpretation

18.1 In this Agreement, the following words have the following meanings:

Business Day means any day which is not a Saturday, Sunday or public holiday in the place where the Licensor is located;

Commencement Date means the date specified in the Proposal.

Customer includes the Customer specified in the Proposal and its employees, agents and successors, but excluding its Related Bodies Corporate or any Associates as those terms are defined in the *Corporations Act 2001* (Cth);

Documentation means the user documentation the Licensor makes available with the Software, including any instructions for installing updates or upgrades.

Direction has the meaning given to it in clause 15.3.1;

Error means any repeatable design or programming error in the Software which prevents the Software from substantially complying with the functionality as set out in the Proposal or any documentation delivered or provided with the Software, which adversely affects the use, function or performance of the Software;

Fees means the Licence Fee, the Maintenance Fee and the Maintenance Renewal Fee;

Intellectual Property Rights means copyright, trade mark, design, patent, semiconductor or circuit layout rights;

Licence Fee means the fees specified in the Proposal for the Customer's usage of the Software;

Licensor means the Licensor specified in the Proposal and its employees, agents and successors.

Maintenance Fee means the annual fees specified in the Proposal for the Licensor's maintenance of the Software during the Term;

Maintenance Renewal Fee means the fee payable by the Customer in accordance with clause 8.2 which is equal to the last Maintenance Fee paid by the Customer for the Software.

Reference Schedule means proposal accompanying this Agreement;

Software means the Licensor's software designated in the Proposal and any enhancement, modification, update or new release of the that software or part thereof;

Term has the meaning given in clause 13.1;

Virus means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

Working Hours has the meaning given to it in clause 4.2.

18.2 In this Agreement, unless the contrary intention appears:

18.2.1 the clause headings are for ease of reference only and shall not be relevant to interpretation;

18.2.2 a reference to a clause number is a reference to its subclauses;

18.2.3 words in the singular number include the plural and vice versa;

18.2.4   words importing a gender include any other gender;

18.2.5   a reference to a person includes bodies corporate and unincorporated associations and partnerships;

18.2.6   a reference to a clause is a reference to a clause or subclause of this Agreement;

18.2.7   a reference to a subclause is a reference to a subclause of the clause in which that reference is made;

18.2.8   the use of the word "include" or its derivative forms shall not imply any limitation;

18.2.9   where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

18.2.10   monetary references are references to Australian currency.

Reference Schedule

Error response and resolution targets

Severity	Description	Target		
		Response Time	Commence Work	Resolution Time
1	The Error relates to core functionality of the Software such that the Software cannot be used in any form until the Error has been fixed. The Licensor will assign a dedicated support analyst to work on the Error until it is resolved.	4 Working Hours	8 Working Hours	20 Working Hours
2	There is a significant Error with the Software, but enough functionality is available to leave the Software usable in a restricted form.	8 Working Hours	24 Working Hours	3 Business Days
3	There is a minor Error with the Software which does not significantly impact on the use of the Software or the range of functionality available.	8 Working Hours	3 Business Days	Nil

Executed by the parties as an agreement

Executed for and on behalf of the **Licensor** by its duly authorised representative:

_____

Signature authorised representative

_____

Print full name

Executed for and on behalf of the **Customer** by its duly authorised representative in the presence of:

_____

Signature authorised representative

_____

Print full name

Software License and Maintenance Agreement (February 2019)