

Between the Parties

- A. **The entity described in Item 1 of the Project Details ('Worley, 'we', 'us' or 'our')**
- B. **The entity described in Item 2 of the Project Details ('Client', 'your or 'you')**

Recitals

The Client wishes to access and use the Software as a Service and engage Worley to perform related Consulting Services.

Worley has agreed to provide the Software as a Service and perform the Consulting Services on the terms set out in this Agreement.

The Parties agree as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this Agreement are set out below.

'Acceptable Use Policy' means the policy set out in Schedule 2, as it may be updated from time to time.

'Account Information' means information about the Client provided to Worley in connection with the creation or administration of the Client Account. For example, Account Information includes End User names, usernames, phone numbers, email addresses and billing information associated with the Client account.

'Worley Content' means Content that Worley or any of its Affiliates make available to the Client in connection with the Services, including the Documentation and other related materials. Worley Content does not include the Services.

'Worley Site' means the URL identified in Item 11.11 of the Project Details, if any, and any successor or related site designated by Worley.

'Affiliate' means, in respect of a company or other business entity, any company or other business entity Controlled by, Controlling, or under the common Control of that company or other business entity.

'Agreement' means this document, including the Schedules and any annexes and any Policies set out or referred to in this document.

'API' means an application program interface.

'Client Account' has the meaning given to that term in clause 4.2(a).

'Client Content' means Content that the Client or any End User transfers to Worley for processing, storage or hosting in connection with the Services and any computational results that the Client or any End User derive from the foregoing through their use of the Services. Client Content does not include Account Information.

'Commencement Date' means the earlier of: (i) the date on which this Agreement is executed by both Parties; and (ii) the date on which the Services are commenced by Worley.

'Confidential Information' has the meaning given in clause 17.1.

'Consultancy Services' means the consultancy services (if any) specified in Item 5 of the Project Details.

'Content' means software (including machine images), data, text, audio, video, or images.

'Control' means the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of fifty percent (50%) or more of the voting interest, by contract, or otherwise (and Controlled and Controlling are to be construed accordingly).

'Data Protection Law' shall mean any applicable data protection or privacy law of any jurisdiction including: (i) the General Data Protection Regulations ("GDPR"), read in conjunction with and subject to any applicable local legislation that provides for specifications or restrictions of the GDPR's rules; (ii) and from the date of implementation, any applicable local legislation that supersedes or replaces the GDPR in a country or territory or which applies the operation of the GDPR as if the GDPR were part of any applicable local legislation; and

'Documentation' means the user manuals, installation instructions, reference material and other relevant publication and aids and any updates, replacements, revisions and additions (if any) provided or made available by Worley or its Affiliates to the Client from time to time in a hard copy, electronic or online format. Documentation excludes any document that is training material.

'Early Termination Fee' means the amount (if any) specified or referred to in Schedule 1 - Project Details.

'End User' means such persons that the Client has authorised to access or use the Client Content or otherwise access or uses the Services under the Client Account.

'Fees' means the amounts to be paid by the Client to Worley for the Services as set out or referred to in Item 5 of the Project Details.

'Force Majeure' means any event, occurrence or circumstance that is not within the control of a Party and which, by the exercise of reasonable care, that Party is not able to prevent, overcome or provide against including without limitation an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, internet service provider failure or delay, and service attack on relevant products.

'Intellectual Property' means all intellectual and industrial property rights including:

- 1 patents, trademarks, service marks, rights in designs, trade names, copyrights and topography rights, in each case whether registered or not, and any applications for registration of any of them;
- 2 rights of confidential information, trade secrets, inventions and processes;
- 3 rights under licences and consents in relation to any of them;
- 4 other forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world; and
- 5 moral rights arising in connection with any of the rights described in paragraphs 1 to 4 (inclusive).

'Item' means an item in the Project Details.

'Minimum Term' means the minimum term (if any), set out or referred to in Item **Error! Reference source not found.** of the Project Details.

'Party' or **'Parties'** means each of the Client and Worley.

'Personal data', 'controller, 'processor, 'data subject and 'processing', (and other parts of the verb 'to process') shall have the meaning set out in the Data Protection Law.

'Policies' means the Acceptable Use Policy, the Privacy Policy, the restrictions (if any) described in the Worley Content and any other policy or terms referenced or incorporated into this Agreement from time to time.

'Project Details' means the commercial and project details set out in Schedule 1.

'Project Plan' means the project plan (if any) set out or referred to in Item 4 4 of the Project Details.

'Proposal' means the document submitted by Worley to the Client which provides details in relation to the services and the schedule for the services.

'Privacy Policy' means the privacy policy currently referenced at <http://www.worleyparsons.com/AboutUs/Pages/Privacy.aspx> as may be updated by us from time to time.

'Reimbursable Expenses' means the expenses (if any) to be reimbursed as set out or referred to in 8 of the Project Details.

'Services' means the Consultancy Services, Software as a Service and/or other services (if any), selected and set out or referred to in 5 5 of the Project Details.

'Software as a Service' means the software or application set out or referred to in in Item 5 of the Project Details.

'Term' means the period specified in clause 2.1.

'Third Party Contractor' means any third-party contractor (including the third party contractor's Affiliates and their respective subcontractors) who is engaged by Worley to assist in delivering the Services, including to host or store the Client Content.

'Third Party Content' means Content (if any) made available to the Client directly by any third party in conjunction with the Services.

'Third Party Terms' means the third party terms (if any) set out or referred to in Item 10 10 of the Project Details or which the Client must otherwise comply with to access the Third Party Content.

'WaterRIDE CLOUD Security and Architecture' means the document available from our website defining our general security policies and architecture:

<https://waterride.net/LicenseAgreements/waterRIDE%20CLOUD%20-%20Security%20and%20Architecture.pdf>

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) singular includes plural and plural includes singular;
- (c) words of one gender include any gender;
- (d) reference to a person or a Party includes a corporation, joint venture, association, government body, firm or any other entity;
- (e) reference to a Party includes that Party's personal representatives, successors and permitted assigns;
- (f) reference to two or more persons means each of them individually and any two or more of them jointly;
- (g) if a Party comprises two or more persons:

- (1) reference to a Party means each of the persons individually and any two or more of them jointly;
 - (2) a promise by that Party binds each of them individually and all of them jointly;
 - (3) a right given to that Party is given to each of them jointly; and
 - (4) a representation, warranty or undertaking by that Party is made by each of them individually;
- (h) the use of the word "include" or its derivative forms shall not imply any limitation;
 - (i) a provision must not be construed against a Party only because that Party prepared it; and
 - (j) a reference to an agreement, policy procedure, code, legislation or regulation is a reference to any one of those instruments as amended from time to time.

2 Term of Agreement

2.1 Term

- (a) This Agreement commences on the Commencement Date and continues until terminated in accordance with clause 9 (Term).
- (b) Where Services have commenced prior to the Commencement Date, the provisions of this Agreement will apply on and from the date on which those Services commenced.

3 Worley Obligations

3.1 Services

Subject to payment of the Fees by the Client in accordance with this Agreement, Worley will:

- (a) provide the Services in accordance with the Project Plan and the terms and conditions of this Agreement;
- (b) perform the Consultancy Services with the degree of skill, care and diligence expected of a competent and qualified professional consultant experienced in providing services of a similar size, scope and nature to the Consultancy Services and, where applicable, so as to comply with any relevant laws; and
- (c) use reasonable endeavours to maximise the availability of the Services (other than during periods of planned or emergency maintenance or downtime, internet service interruption, Force Majeure or other events outside the control of Worley).

3.2 Information and documents provided by the Client

- (a) The Client must, within a time that does not delay Worley in providing the Services, obtain all necessary licences and make available to Worley all the information, documents and other details, access and permissions required for Worley to provide the Services, including any Account Information (Client Information) and must ensure the accuracy, completeness and correctness of the Client Information. For the avoidance of doubt and unless specifically specified by the Client in writing, Worley will not be required to check the Client Information for accuracy,

completeness or correctness and may rely on the Client Information as if it were accurate, complete and correct.

4 Use of the Services

4.1 Generally

- (a) The Client must (and must procure that all End Users) access and use the Services in accordance with this Agreement, all applicable laws, rules, and regulations, including the Acceptable Use Policy and any other Policies.

4.2 Client Account

- (a) To access the Software as a Service, the Client may be required to create a client account in accordance with the procedures notified by Worley from time-to-time ('Client Account').
- (b) The Client agrees that the access rights of any End User to a Client Account (for example on a named or password enabled basis) cannot be shared or used by more than one individual at the same time.
- (c) The Client must (and must procure that each End User):
- (1) ensure that any passwords associated with the Client Account are securely stored, handled in accordance with clause 7.2(b) and not disclosed, other than as permitted under this Agreement; and
 - (2) immediately notify Worley in writing if it suspects, or there has been, an unauthorised use of the Client Account or if the Account Information is lost or stolen and follow the process set out in clause 7.3(d).
- (d) Notwithstanding any other provision of this Agreement, the Client acknowledges and agrees that it is responsible for all activities that occur under its Client Account, regardless of whether the activities are undertaken by the Client, End Users, employees or a third party (including the Client's contractors or agents) and, except to the extent caused by Worley's breach of this Agreement, Worley and its Affiliates are not responsible for unauthorised access to the Client Account.
- (e) The Client agrees to pay Worley for any such unauthorised use or, or access to, the Services by any person set out in this clause 4.2 as if such person was a permitted End User.

4.3 Third Party Content

The Client acknowledges and agrees that if any Third Party Content is made available directly to the Client by other companies or individuals under Third Party Terms, including separate fees and charges, the Client is solely responsible for such separate fees and charges and because Worley may not have tested or screened the Third Party Content, the Client's use of any Third Party Content is at the Client's sole risk.

5 Changes

5.1 Changes to the Software as a Service

- (a) The Client acknowledges and agrees that Worley may change or discontinue any of the Service (including the Service as a whole) or change or remove features or functionality of the Service from time to time.

- (b) Worley will notify the Client of any material change to or discontinuation of the Service.
- (c) If the Client does not wish to continue to use and access the Services after being notified of any material changes, it may terminate this Agreement, in accordance with clause 9.2(a).

6 Security and Data Privacy

6.1 Security

Without limiting clauses 12 or 13 or the Client's obligations under clause 7.2, Worley will maintain reasonable physical, technical and organizational security measures with respect to the security of the Client Content intended to assist in protecting Client Content against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

6.2 Data Privacy

- (a) Each party shall comply at all times with Data Protection Law and shall not perform its obligations under this Agreement in such a way as to cause the other to breach any of its applicable obligations under Data Protection Law.
- (b) In the context of this Agreement, Worley will act as "processor" to the Client who may act as either "processor" or "controller" with respect to the personal data.
- (c) Client represents and warrants to Worley that with respect to any personal data processed pursuant to this Agreement:
- (1) all personal data is necessary for the purpose for which it is processed, accurate and up to date;
 - (2) Client has obtained all the necessary consents from data subjects to process the personal data and to outsource the processing of any personal data to Worley and Client covenants that it shall notify Worley in writing if there are any material changes to these consents or to the personal data that Worley processes under this Agreement; and
 - (3) Client is not aware of any circumstances likely to, nor will it instruct Worley to process the personal data in a manner that is likely to, give rise to a breach of the Data Protection Law (or any other applicable data protection or privacy laws).
- (d) Client acknowledges and agrees that it has assessed Worley's applicable technical and organisational measures and considers them to be sufficient to meet the requirements of the Data Protection Law, taking into account the nature, scope, context and purpose of the processing undertaken pursuant to the Agreement.
- (e) Where Worley processes personal data on behalf of Client, with respect to such processing, Worley shall:
- (1) process the personal data only in accordance with the Agreement (as amended by this Addendum) and the documented instructions of the Company [(as given by an Authorised Person)] given from time to time. Company acknowledges that Worley is under no duty to investigate the completeness, accuracy or sufficiency of such instructions;
 - (2) only permit the personal data to be processed by persons who are bound by enforceable obligations of confidentiality and take steps to ensure such

- persons only act on Worley's instructions in relation to the processing;
- (3) protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected (and Company shall notify Worley immediately if the nature of such personal data changes in a material way);
 - (4) remain entitled to appoint third party sub-processors. Where Worley appoints a third-party sub-processor, it shall, with respect to data protection obligations:
 - i. ensure that the third party is subject to, and contractually bound by, at least the same obligations as Worley; and
 - ii. remain fully liable to Client for all acts and omissions of the third party,
 and all sub-processors engaged by Worley as at the effective date of this Addendum shall be deemed authorized;
 - (5) in addition to the sub-processors engaged pursuant to paragraph 6.2(e)(4) (above), be entitled to engage additional or replacement sub-processors, subject to:
 - i. the provisions of paragraph 6.2(e)(4)(i) and 6.2(e)(4)(ii) being applied; and
 - ii. Worley notifying Company of the additional or replacement sub-processor,
 and where Company objects to the additional or replacement sub-processor, the parties shall discuss the objection in good faith;
 - (6) carry any international transfers of personal data to a Worley affiliate or sub processor by means of the currently recognized methods: under the EU model clauses, Binding Corporate Rules, or under the permitted derogations in the GDPR for specific situations, such as necessary for the performance of a contract, if applicable.
 - (7) notify Client without undue delay after becoming aware that it has suffered a personal data breach;
 - (8) at Client's cost and not more than [once] in any [12 month] period permit Client (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit Worley's data processing activities to enable Controller to verify and/or procure that Worley is complying with its obligations under clause 6(2)(a);
 - (9) on Client's reasonable request and at Client's cost, assist Client to respond to requests from data

- subjects who are exercising their rights under the Data Protection Law (insofar as it is reasonable for Worley to do so);
- (10) on Client's reasonable request and at Client's cost, assist (insofar as it is reasonable to do so, taking into account the nature of the information available to Worley and any restrictions on disclosing the information, such as confidentiality) Client to comply with the Client's obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Data Protection Law), comprising (if applicable): (a) notifying a supervisory authority that Client has suffered a personal data breach; (b) communicating a personal data breach to an affected individual; (c) carrying out an impact assessment; and (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority;
 - (11) where any personal data of data subjects not based in the European Economic Area (EEA) is processed outside the EEA, then Worley's obligations under the GDPR do not apply to that processing; and
 - (12) unless applicable law requires otherwise, upon termination of the Agreement delete all personal data provided by Company to Worley (unless this is not technically possible, prohibited by law or would involve disproportionate effort).

7 Client Responsibilities

7.1 Client Content

- (a) The Client acknowledges and agrees that it is solely responsible for the development, content, operation, maintenance, and use of the Client Content, including, without limitation:
- (1) the technical operation of the Client Content;
 - (2) compliance of the Client Content with the Acceptable Use Policy, the other Policies, and all applicable laws;
 - (3) any claims relating to the Client Content; and
 - (4) obtaining all necessary licences, permissions and consents in respect of the Client Content; and
 - (5) properly handling and processing notices sent to the Client (or any of its Affiliates) by any person claiming that the Client Content violate such person's rights, including notices pursuant to any copyright or other Intellectual Property laws.

7.2 Other Security, and Backup

The Client acknowledges and agrees that:

- (a) except to the extent expressly stated otherwise in Item 4 of the Project Details or the Proposal, all security, backup and encryption protocols are as described in our WaterRIDE CLOUD Security and Architecture documentation, and that these protocols may change at our discretion as required.
- (b) any Client Account credentials and private keys generated by the Services or otherwise provided by Worley are for the Client's personal and internal use only and it must not (and

must procure that End Users do not) sell, transfer or sublicense them to any other entity or person except with prior written consent of Worley and an agreement on the commercial arrangement for such sublicensing.

7.3 End User Violations

The Client acknowledges and agrees that:

- (a) it will be deemed to have taken any action that it permits, assists or facilitates any person or entity to take in relation to this Agreement, the Client Content or use of the Services;
- (b) it is responsible for End Users' use of the Client Content and the Service;
- (c) it will procure that all End Users comply with the obligations under this Agreement and that the terms of the End User licence agreement (if any) with each End User are consistent with this Agreement; and
- (d) if it becomes aware of any violation of its obligations under this Agreement by an End User, it will immediately inform Worley and terminate such End User's access to the Client Content and the Services.

7.4 End User Support

This Agreement does not include coaching, training or any other direct support to End Users. Post implementation support fees are outlined in Schedule 1 or may be mutually agreed between the Parties at a later date.

In the case of technical problems, you must make all reasonable efforts to investigate and diagnose any issues prior to contacting Worley. If issues remain unresolved, you must check any online support provided by Worley including FAQ and Troubleshooting guides and service desk found in the support portal at www.waterRIDE.net

You may notify us of any discrepancies between functionality as per the Application documentation provided by Worley and that presented in the Service via our support process. Identified discrepancies shall be classified on the basis of Service impact.

Actions to rectify such issues shall be prioritized on that basis. Worley reserves the right to reclassify identified discrepancies where they have been incorrectly assigned, or where they have insufficient detail provided to allow replication of the issue by Our personnel.

An issue shall be classified as Severity 1 (S1) where the discrepancy affects all users for all operations within the Application. Within 4 hours, S1 issues shall have at least one full-time resource assigned until the issue is resolved.

An issue shall be classified as Severity 2 (S2) where the discrepancy affects all users for a specific operation within the Application. Within 1 day, S2 issues shall have a resource assigned at 50% until the issue is resolved.

All other issues shall be classified as Severity 3 (S3). S3 issues shall be resolved on the basis of available resources with an aim to resolve these in the next Application release cycle.

Service hours are between 9am and 5pm business days (Australian Eastern time).

7.5 Service Availability

Scheduled maintenance is any time where Worley has provided prior notice of the outage. The service shall be deemed to be

available if any of the application can be successfully accessed from an external network. Outage times shall be from the time Worley receives notification from the Client regarding an application unavailability and this outage is subsequently confirmed by Worley. Restoration times shall be from the time the Service is restored to a state satisfying the preceding points. Service hours are between 9am and 5pm business days (Australian Eastern time).

8 Temporary Suspension

8.1 Generally

- (a) Worley may suspend the Client or any End User's right to access or use any portion or all of the Services immediately upon notice to the Client if we determine:
 - (1) the Client or an End User's use of or registration for the Service (i) poses a security risk to the Service or any third party; (ii) may adversely impact the Service or the systems or Content of any other Worley customer; (iii) may subject us, our Affiliates, or any third party to liability; or (iv) may be fraudulent;
 - (2) the Client or any End User is, in breach of this Agreement, including if the Client is overdue on any payment obligations for more than 15 days, provided we have provided 15 days prior written notice of such overdue payment; or
 - (3) the Client has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganisation, liquidation, dissolution or similar proceeding.

8.2 Effect of Suspension

- (a) If Worley suspends the Client's right to access or use any portion or all of the Services, the Client will remain responsible for all Fees; and
- (b) Worley's right to suspend your or any End User's right to access or use the Services is in addition our right to terminate this Agreement pursuant to clause 9.

9 Term and Termination

9.1 Term

The Term of this Agreement will commence on the Commencement Date and will remain in effect until terminated in accordance with clause 9.2.

9.2 Termination

- (a) Termination for Convenience
 - (1) Subject to the payment of all outstanding Fees, the Client may terminate this Agreement for any reason by: (i) providing Worley 30 days' notice in writing; (ii) closing the Client Account for all Services for which we provide an account closing mechanism; and, if such termination occurs before the expiry of the Minimum Term, paying Worley the Early Termination Fees in addition to all amounts paid in advance which are non-returnable and non-refundable regardless of any early termination by Client.

- (2) Worley may terminate this Agreement for any reason after expiry of the Minimum Term, by providing you 30 days' advance notice in writing.
- (b) Termination for Cause
- (1) Either party may terminate this Agreement for cause upon 30 days advance notice in writing to the other party if there is a breach of this Agreement by the other party, unless the defaulting party has cured the breach within the 30-day notice period.
- (2) Worley may also terminate this Agreement immediately upon notice to the Client: (i) for cause, if any act or omission by the Client or any End User results in a suspension described in clause 8; (ii) if our relationship with a Third Party Contractor who provides software or other technology we use to provide the Services expires, terminates or requires us to change the way we provide the software or other technology as part of the Services; (iii) if Worley believe providing the Services could create a substantial economic or technical burden or material security risk for Worley, (iv) in order to comply with the law or requests of governmental entities; or (v) if we determine use of the Services by you or any End Users or our provision of any of the Services to you or any End Users has become impractical or unfeasible for any legal or regulatory reason. When investigating alleged violations of this Agreement, Worley reserves the right to review any Content in order to resolve the issue, and the Client hereby authorises such review.

9.3 Effect of Termination

- (a) Upon any termination of this Agreement:
- (1) all your rights under this Agreement immediately terminate;
- (2) the Client remains responsible for all Fees (including any Early Termination Fees) and charges it has incurred up to and including the date of termination, including Fees and charges for Services provided, up to and including the date of termination, including Reimbursable Expenses and any reasonable and unavoidable costs incurred by Worley as a direct result of the termination, including but not limited to any amounts Worley is committed to pay any third party; and
- (3) the Client will immediately return or, if instructed by Worley, destroy all Worley Content in its possession.
- (b) Termination of this Agreement for whatever reason does not affect the ability of either Party to enforce a right that may have accrued to it under this Agreement prior to the date of termination.

9.4 Post-Termination Assistance

If requested by the Client in writing within 30 days of the date of termination of this Agreement, Worley will provide the Client with a copy of Client Content. The Client acknowledges and agrees that Worley is not required to keep a copy of any Client Content following expiry of such 30-day period. Any additional post-termination assistance from Worley is not covered by the Fees and

is subject to mutual agreement between the Parties, including as to costs.

10 Intellectual Property Rights

10.1 Client Content

- (a) As between the Client and Worley, the Client or its licensors own all right, title, and interest in and to the Client Content. Except as provided in this clause 10, we obtain no rights under this Agreement from you or your licensors to the Client Content, including any related Intellectual Property rights.
- (b) The Client grants to Worley a non-exclusive, sub-licensable, royalty free licence to use the Client Content to provide the Services to the Client and its End Users in accordance with this Agreement.
- (c) In addition, the Client grants to Worley a non-exclusive, sub-licensable, royalty free licence to use, copy, modify, display and distribute any anonymous information derived from Client Content, including to improve our offering and potentially offer new services.

10.2 Adequate Rights

- (a) You represent, warrant and undertake to us that:
- (1) you or your licensors own all right, title, and interest in and to the Client Content;
- (2) you have all rights in Client Content necessary to grant the rights contemplated by this Agreement; and
- (3) none of the Client Content or End Users' use of the Client Content, or the Services will violate the Acceptable Use Policy.

10.3 Worley Intellectual Property Rights

- (a) As between you and us, we or our Affiliates or licensors own and reserve all right, title, and interest in and to the Services and Worley Content. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable licence to do the following during the Term:
- (1) access and use the Services and Documentation solely in accordance with this Agreement; and
- (2) copy and use the Worley Content solely in connection with your permitted use of the Services.
- (b) Except as provided in this Section 10.3, the Client obtains no rights under this Agreement from Worley or our licensors to the Services or the Worley Content including any modifications, enhancements or customisations of the Services or the Worley Content made for the Client, including any related Intellectual Property rights.
- (c) The Client must absolutely assign and transfer (and will procure that its End Users and personnel assign and transfer) to Worley with full title guarantee all existing and future Intellectual Property Rights throughout the entire world in any modifications, enhancements or customisations of the Services or the Worley Content made for the Client, including any related Intellectual Property rights.

10.4 Licence Restrictions

- (a) The Client must not (and must procure that each End User does not) use the Service or Worley Content in any manner or for any purpose other than as expressly permitted by this Agreement. There are no implied licenses granted under this Agreement and we, our Affiliates or licensors reserve all rights, title and interest in and to the Services and Worley Content except for the licenses expressly granted to you under this Agreement.
- (b) The Client must not (and must procure that each End User does not) attempt to:
 - (1) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services or remove or alter any product identification, copyright or other notices;
 - (2) reverse engineer, disassemble, or decompile any of the Services or apply any other process or procedure to derive, analyse or use the source code or underlying ideas or algorithms in any software included in the Services (in each case except to the extent these things cannot be prohibited under applicable law);
 - (3) access or use the Services in a way intended to avoid incurring Fees or exceeding usage limits or quotas;
 - (4) use or allow the use of the Services by or for the benefit of third parties, including without limitation by renting, leasing, lending, timesharing, or using for service bureau purposes except for sharing the Client's datasets with third parties for non-commercial purposes;
 - (5) to access or use material or Services which are illegal or not licensed for use in the country from which you access or use such material or Services, or to conceal or misrepresent your location or identity in order to access or use such material or Services; or
 - (6) resell or sublicense the Service.
- (c) All licences granted to you in this Agreement are conditional on your continued compliance with this Agreement and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement.
- (d) During and after the Term, the Client must not assert, nor will it authorise, assist, or encourage any third party to assert, against us or any of our Affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service it has used.

10.5 Customer Marks

- (a) The Client grants Worley and its licensors permission to use the logo and/or trade name ("**Customer Marks**") in the hosting environment for referential purposes ("**Permitted Use**") limited to the specific application agreed for each such use. Client hereby grants to Worley and its licensors a non-exclusive, non-transferable, revocable, royalty-free

license to use Customer Marks solely for the Permitted Use, or if used otherwise, even as agreed to by the parties, Worley shall need the Client's written consent. Worley hereby acknowledges and agrees that all rights, title and interest in and to the Customer Marks are and shall remain the exclusive property of the Client and that any use thereof and goodwill associated therewith shall inure solely to the benefit of the Client. Nothing in this Agreement constitutes the grant of a general license to any Customer Marks.

11 Indemnification

11.1 General

The Client will defend, indemnify, and hold harmless Worley, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including legal fees on a solicitor-client basis) arising out of or relating to any third-party claim concerning:

- (a) the Client or any End Users' use of the Service (including any activities under your Client Account and use by your employees and personnel);
- (b) violation of the Acceptable Use Policy or applicable law by the Client or any End User;
- (c) the Client Content or the combination of the Client Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party intellectual property or other rights by the Client Content or by the use, development, design, production, advertising or marketing of the Client Content; and
- (d) a dispute between the Client and any End User.
- (e) a breach of the Client's data protection obligations;
- (f) any unsuccessful claim by a data subject when such claim holds both the Client and Worley as jointly and severally liable under the Data Protection Laws.

If we or our Affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, the Client must indemnify us for reasonable legal fees and costs, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates.

12 Disclaimers

12.1 No Guarantee

THE SERVICES ARE PROVIDED "AS IS". WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING THE CLIENT CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

12.2 No Warranties

WORLEY GIVES NO WARRANTY ABOUT THE SERVICE. WITHOUT LIMITING THE FOREGOING, WORLEY DOES NOT WARRANT THAT

THE APPLICATION WILL MEET THE CLIENT'S REQUIREMENTS OR THAT IT WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

13 Limitation of Liability

13.1 No Consequential or Indirect Damages

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Exclusion of Liability

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, LOSS OR DAMAGES ARISING IN CONNECTION WITH:

- (a) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY:
 - (1) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS;
 - (2) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS; OR
 - (3) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS;
- (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
- (c) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICES; OR
- (d) ANY UNAUTHORISED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.

13.3 Limitation of Liability

IF YOU ARE NOT SATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SUBJECT TO THE PRECEDING SENTENCE AND IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE FIRST CLAIM DURING THE 12 MONTHS PRECEDING THE FIRST CLAIM.

14 Statutory Rights

Nothing in this Agreement, including clauses, 11 (Indemnification), 12 (Disclaimer) and 13 (Limitation of Liability) is intended to exclude,

restrict or modify the application of any consumer statutory rights to the extent such exclusion, restriction or modification is not permitted by the relevant consumer statutory laws.

15 Modifications to the Agreement

Worley may modify this Agreement (including any Policies) at any time to reflect aspects of its agreements or arrangements with its Third-Party Contractors, by posting a revised version on the Worley Site or by otherwise notifying you in accordance with the notice provisions of this Agreement.

16 Fees and Payment

16.1 Entitlement to Fees

In consideration of the provision of the Services by Worley, the Client must pay Worley the Fees and all Reimbursable Expenses (if any).

16.2 Fees and Payment

(a) Fees

Worley may, from time-to-time, submit tax invoices in respect of:

- (1) the Fees for the Services;
- (2) any Reimbursable Expenses incurred; and
- (3) any other amounts for which the Client is liable under this Agreement which are incurred by Worley,

in accordance with the Payment Terms contained in Item 7 of the Project Details.

(b) Client to pay Worley

The Client agrees to pay all invoices submitted in accordance with clause 16.2(a) within 30 days of the date of the relevant invoice.

(c) Set Off and Withholding

All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

(d) Updated Fees and charges

Fees and charges for any new service or new feature of a service related to the Software as a Service will be effective when we post updated Fees and charges on the Worley Site unless we expressly state otherwise in a notice. We may increase or add new fees and charges for any existing Services by giving you at least 30 days' advance notice. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

(e) Taxes

All Fees and charges payable by you are exclusive of applicable taxes and duties, including applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect sale tax from you, including your identification or registration number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates or documentation for each taxing jurisdiction. We will apply the tax exemption certificates or

documentation to charges under your account occurring after the date we receive the tax exemption certificates or documentation. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

(f) **Disputed amount**

If the Client genuinely disputes any part of the invoice submitted by Worley, the Client must pay the undisputed balance in full, and the amount in dispute must be resolved by the Parties in good faith. In the event that any part of a disputed amount is subsequently agreed or determined to be due to Worley, then the Client must pay the disputed amount withheld together with any accrued interest in accordance with clause 16.2(a).

17 Confidential Information

17.1 Confidential Information

Each Party must:

- (a) keep secret and confidential; and
- (b) not disclose to a third party without the other Party's prior written consent (which will not be withheld if the disclosure is otherwise required by law),

any and all information, designs, data, specifications, drawings, reports, accounts or other documents or things which are expressly provided or made available on a confidential basis or, by their nature, could reasonably be expected to have been provided or made available on a confidential basis:

- (c) supplied or made available by one Party to the other in relation to the Services or this Agreement; or
- (d) brought into existence by Worley in performing or for the purpose of performing the Services,

(Confidential Information).

17.2 Maintaining confidentiality

Each Party must take or cause to be taken all reasonable precautions necessary to maintain secrecy and confidentiality and prevent disclosure of the Confidential Information of the other Party, provided that either Party may disclose the Confidential Information of the other in order to comply with law, the orders of any Court of competent jurisdiction, or the mandatory requirements of any recognised securities or stock exchange.

17.3 No publicity

- (a) Subject to clause 17.3(b), neither Party may advertise, publish or release to the public:
 - (1) any Confidential Information of the other Party; or
 - (2) any Confidential Information concerning this Agreement, the Services, or the project,
 without the other Party's prior written consent.
- (b) The Client acknowledges that clause 17.3(a) does not apply to any business development or marketing materials

produced or released by Worley referring to the Client, the project or the scope of the Services.

17.4 Retention and survival

- (a) Notwithstanding any other provision of this Agreement, each Party may retain a copy of any and all documents, materials or things furnished to it under this Agreement (including any Confidential Information) on a confidential basis for its records, internal auditing purposes or in order to satisfy its obligations under any applicable laws.
- (b) The Parties acknowledge and agree that the obligations of confidentiality set out in this clause 17 survive:
 - (1) termination or expiry of this Agreement, for a period of 5 years; and
 - (2) in respect of any information retained under clause 17.4(a), for so long as such information is so retained.

17.5 Force Majeure

- (a) Neither Party is responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations by an event of Force Majeure. For the avoidance of doubt, an event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which was due and payable prior to the occurrence of that event.
- (b) If an event of Force Majeure occurs, then, as soon as reasonably practicable, each Party agrees to give the other Party written notice of reasonably full particulars of the event, occurrence or circumstances of Force Majeure, as well as the steps taken to minimise its effects, and use all reasonable diligence and employ all reasonable means to remedy, abate or mitigate the effects of Force Majeure as expeditiously as possible.

18 Assignment and Subcontracting

- (a) A Party must not assign, novate or otherwise deal with its rights or obligations arising under or in connection with this Agreement (whether in whole or in part), without the prior written consent of the other Party.
- (b) The Parties acknowledge that any consent provided by a Party may be withheld or made subject to such conditions as the consenting Party decides (in its discretion acting reasonably).
- (c) The Client acknowledges and agrees that Worley may:
 - (1) subcontract any part of the Services to a third party without the consent of the Client; and
 - (2) appoint any officer or employee of any Affiliate of Worley to perform any part or all of the Services.
- (d) For the avoidance of doubt, Worley will not be relieved from any liability or obligation under this Agreement by virtue of a subcontract arrangement.

19 General

- (a) This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the Parties in respect of its subject matter.
- (b) Nothing in this Agreement is to be construed as creating, or evidence of, a partnership between the Parties.
- (c) Any provision of this Agreement, which is or becomes illegal, void, voidable or unenforceable, will be ineffective to that extent without affecting or invalidating the remaining provisions of this Agreement.
- (d) We may provide any notice to you under this Agreement by posting a notice on the Worley Site or sending a message to the email address then associated with your Client Account. Such notices will be effective from the time posted on the Worley Site or from when we send the email (as applicable).
- (e) A notice or other communication under this Agreement by the Client (Client Notice) may be sent by any method prescribed by the Worley Site or by sending a message to our designated email address. A Client Notice is deemed to be effective from the date it is received by us (unless an answerback code or error message is received by the sender which indicates the email transmission has not been successful).
- (f) This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterparts.
- (g) This Agreement is governed by the laws of the jurisdiction set out in Item 12.12 (or if no jurisdiction is specified, Victoria, Australia).
- (h) The Parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in the place set out in Item 12.12 (or if no place is specified, Victoria, Australia), and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement. Each Party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- (i) No Party may rely on the words or conduct of the other Party as waiver of any right unless the waiver is in writing and signed by the Party granting the waiver.
- (j) Clauses 1, 16, 9.3, 10 (except any licence granted to the Client under that clause), 11, 12, 13, 14, 15, 17, 18, 19, and any other obligations which are expressed to or, by their nature, survive expiry or termination of this agreement and are enforceable at any time at law or in equity.
- (k) This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- (l) In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services, including your transfer and processing of your Content, the provision of your Content to End Users, and the countries in which any of the foregoing occur.
- (m) Worley will use reasonable endeavours to backup systems and data in line with its policies and procedures for the purposes of service restoration, including a daily system data back-up, but Worley does not make any guarantees that there will be no loss of data. The Client is solely responsible for ensuring that it maintains adequate data backup or archives to satisfy, for example, any business continuity, disaster recovery or legal requirements.

Schedule 1 - Project Details

Item	Details	Description
1.	Worley	Worley Services Pty Ltd. Address: Level 17, 141 Walker St North Sydney, NSW, Australia, 2060 Contact name and position: Cameron Druery Contact phone: +61 2 8456 7352 Contact email: waterRIDE@worley.com
2.	Client	[Insert full name] ABN: [Insert ABN] Address: [Insert address] Fax: [Insert facsimile number] Contact name and position: [Insert name] Contact phone: [Insert phone number] Contact email: [Insert email address]
3.	Effective Date	[Insert date]
4.	Project Plan	As per Proposal
5.	Services	✓ Consultancy Services ✓ Software as a Service (with Hosting included)
6.	Fees	As per Proposal
7.	Payment Terms	As per Section 16. Fees & Payments
8.	Reimbursable Expenses	Nil
9.	Post Implementation Support, Training and Advice	A new proposal will be submitted for any works outside the scope of this proposal.
10.	Third Party Terms	Nil
11.	Worley Site	Sydney
12.	Governing law and jurisdiction	NSW, Australia

Schedule 2 – Acceptable Use Policy

This Acceptable Use Policy (the “**Policy**”) describes prohibited uses of the Software as a Service provided by Worley and its Affiliates (the “**Services**”) and the Worley Site (collectively the “**Worley Site**”). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Worley Site or otherwise notifying you in accordance with the Agreement. By using the Services or accessing the Worley Site, you agree to the latest version of this Policy. If you violate the Policy or authorise or help others to do so, we may suspend or terminate your use of the Services.

1. No Illegal, Harmful, or Offensive Use or Content

You must not use, or encourage, promote, facilitate or instruct others to use, the Services or Worley Site for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- **Illegal, Harmful or Fraudulent Activities.** Any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

2. No Security Violations

You must not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “**System**”). Prohibited activities include:

- **Unauthorised Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

3. No Network Abuse

You must not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

4. No E-Mail or Other Message Abuse

You must not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

5. Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services or Worley Site. We may:

- investigate violations of this Policy or misuse of the Services or Worley Site; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Services or the Worley Site.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

6. Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you must immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please follow our abuse reporting process.

Signing page

Executed as an agreement

Client

Signed for
[Insert Client]
by its authorised representative

sign here ► _____
Representative

*print name
and job title* _____

date:

Worley

Signed for
Worley Services Pty Ltd
by its authorised representative

sign here ► _____
Representative

*print name
and job title* _____

date: