



SALES AND SERVICES AGREEMENT

PART A – GENERAL TERMS

A1. THESE GENERAL TERMS

- a. This Part A sets out the general terms of the Sales and Services Agreement which governs the relationship between Great Hall Pty Ltd as Trustee for The Exalt Unit Trust Trading as Exalt Technologies (**Exalt, we, us, our**) and the business entering into these terms or its nominated representative (**you, your, yours**) for the supply of all Solutions.
- b. We agree to supply, and you agree to use, the Solutions on the terms and conditions set out in these terms.
- c. The application of any provision is governed by the laws of New South Wales and you submit to the non-exclusive jurisdiction of the New South Wales courts.

A2. SEPARATE SUPPLY AGREEMENTS

Supply Order Procedure

When you request a Solution from us, we will send you a Supply Order setting out details of the Solutions you have ordered from us, the Fees and the additional terms of supply not already set out in the applicable Parts of these terms. You confirm that you do not rely on any representations made by us which are not set out in the applicable Parts of this agreement or in the Supply Order.

Making Supply Agreements

If we send you a Supply Order, a Supply Agreement is made when you have completed the Supply Order by signing and returning it to us or accepting it online. The terms of a particular Supply Agreement that will apply to our supply of a Solution to you will be the terms set out in:

- a. the completed and signed Supply Order and any attachments; and
- b. these terms.

These terms prevail over any inconsistent terms set out in a Supply Order, unless such inconsistent terms have been approved in writing by our Legal Team.

A3. INTERPRETATION

In these terms:

'these terms' means this Sales and Services Agreement and, where a Supply Agreement is made, also means each Supply Agreement entered into by you and us each time a Supply Order is signed or accepted;

'Data' means electronic information received by us from you or from someone acting on your behalf, or collected and processed by you or on your behalf using one of our products or services;

'End User Licence' means the licence granted by us to you which governs the use of software by you and any of your end user clients;

Fees means the fees and charges relating to our provision of the Solutions, more particularly described and notified to you under this agreement;

Legal Team means the person holding the role of Exalt General Counsel for the time being;

Loss or Claim means any loss, liability, action, proceeding, damage, cost or expense (including all reasonable legal costs and expenses),

including liability in tort and consequential and economic losses;

‘Solutions’ means the software or services that we supply to you under a Supply Agreement;

‘Supply Agreement’ means an agreement for the supply of the Solutions set out in a Supply Order. A Supply Agreement includes these terms, the Supply Order and attachments; and

‘Supply Order’ means a supply order form and purchase agreement summary, which we will send to you when you purchase Solutions from us.

In these terms, the singular includes the plural and vice versa, reference to a person includes any legal or business entity, the words ‘including’ and ‘for example’ have no limiting effect and the contra proferentem rule does not apply and ‘related companies’ has the same meaning as related body corporate.

A4. OUR GENERAL OBLIGATIONS

We must:

- a. use reasonable care and skill in supplying Solutions to you;
- b. supply Solutions to you within a reasonable time and within any agreed time limit;
- c. if you are a natural person, give you reasonable access to any personal information about you that we store; and comply with all your reasonable security procedures while on your premises.

Our confidentiality obligation

We acknowledge that in providing and maintaining the Solutions for you we may see confidential information either belonging to you or to your clients, and this confidential information may include personal data. We shall:

- d. keep secret and not disclose to any third parties any information which you specify to be confidential, or which by its nature is confidential.

Personal data

In relation to personal data, we warrant the following:

- e. that no person within our company will see any personal data other than people who need to see it for the purposes of providing and maintaining the Solutions;
- f. that any person who does see any personal data will be bound by the confidentiality obligations and warranties set out herein;
- g. that will not use any personal data for any purpose whatsoever;
- h. that we will not retain a copy of any personal data for any longer than is necessary for the purposes of providing and maintaining the Solutions; and
- i. that we will not disclose any personal data to any external third party under any circumstances without your prior written consent unless abiding by court order or a legal request issued by a competent authority.

A5. YOUR GENERAL OBLIGATIONS

You must:

- a. provide a safe environment and reasonable access to your premises and equipment in line with our reasonable requirements relating to the supply of the Solutions to you;
- b. ensure that we are provided with all information, facilities, assistance and accessories that we reasonably require to enable us to supply the Solutions to you;

- c. make sure all information provided to us is accurate and complete;
- d. appoint a suitably qualified and informed support representative to accompany and assist our personnel to enable us to supply the Solutions to you, and immediately inform us if your support representative changes;
- e. provide suitably qualified and trained personnel to operate the Solutions;
- f. keep records relating to the use and performance of any Solution supported or maintained by us, in accordance with our reasonable requirements, and on request give us access to the records at all reasonable times;
- g. make sure everyone else who uses the Solutions or for whom you are responsible also meets your obligations under this clause;
- h. make sure that you have taken an up to date back-up or copy of all important Data used in your business before we install or provide any Solutions to you;
- i. keep us informed of any changes to your contact details and where we have facilities available to change these details online, take reasonable steps to use those facilities;
- j. ensure that any third-party service providers that you engage are fully qualified, experienced and have sufficient understanding of our software and its environments; and
- k. install and maintain any equipment and operating environment in a way that complies with the specifications and recommendations detailed by us from time to time, including on our website.

Our website at exalt.com.au is the primary source of information for all our customers about developments and changes to the range of Solutions that we offer. We also provide information regarding system and support requirements via email bulletins.

You agree to review this material and monitor our website regularly for announcements or notices about any matters relating to these terms and ensure that all relevant personnel have access to it.

A6. INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS

Our authority to license intellectual property rights

- a. We warrant that we have the right, title and interest in the intellectual property rights reasonably necessary for you to be able to use the Solutions (excluding third party software, hardware or services) provided under these terms. Ownership of the intellectual property rights in the Solutions shall never pass to you.

Your confidentiality obligation

- b. Except as permitted under this clause, you must keep confidential all information that you obtain from any sources relating to the technology, design, specification and content of any Solutions supplied, supported or maintained by us, anything else in which we claim intellectual property rights and anything else that we specify as confidential.
- c. You may disclose such information to any contractor of yours so long as the contractor is bound by a written undertaking to keep the information confidential on terms no less stringent than what we require of you under these terms and the law. You must also inform us, on

request, of the contractors to whom you have disclosed the information and what information you have disclosed to them.

Our rights in modifications

d. If a Solution that we supply to you is modified in any way by any person, you acknowledge that, as between you and us, we own all intellectual property rights in the modification.

Dealing with claims of infringement

e. If a third party claims that you are in breach of their intellectual property rights in a Solution (excluding third party software, hardware or services) supplied by us:

1. you must inform us of the claim as soon as you become aware of it; and
2. you must stop using the Solution at our request.

f. We indemnify you against all liability under any final judgment in proceedings brought by that third party provided that you:

1. have met all your obligations under these terms;
2. give us the option to conduct the defence of the third party's claim (including any settlement or compromise negotiations);
3. provide us with reasonable assistance in conducting the defence of the claim; and
4. permit us to modify or substitute the Solution at our expense to avoid continuing infringement.

A7. FEES

Calculating Fees

a. The Supply Order will set out the Fees for the Solution that you have ordered.

b. All Fees are in Australian dollars and include GST and all other taxes or duties which may be applicable, unless otherwise stated in the Supply Order.

c. Some costs that we may incur in supplying Solutions to you might not be known at the time that we issue and you accept a Supply Order, such as:

1. the cost of our personnel travelling to and from your site to supply Solutions;
2. costs associated with your cancellation of a Supply Order;
3. costs we incur arising from any breach of your obligations under this agreement; or
4. costs we incur if we agree to make any changes to the Solution you have ordered or the terms of the Supply Agreement that we have entered into with you.

We may include any such costs that are reasonably incurred by us as part of the Fees and may charge you such Fees in accordance with these terms.

Cancellation of Supply Orders

d. To the extent permitted by law, if you cancel a Supply Order and we have incurred costs in preparing to supply you with the Solutions agreed in that Supply Order, we reserve the right to retain your deposit to cover such costs.

This right is in addition to any other legal or contractual rights we may have in relation to the cancellation, such as the right to require full payment for any partially delivered Solution.

Cancellation of training or consulting services

e. To the extent permitted by law, if you cancel or postpone any training or

consulting services that you have ordered, you will be charged the following Fees:

1. 14 days prior to the provision of the service –50% of the Fees payable;
2. 7 days prior to provision of the service – 75% of the fees payable for the service; and
3. less than 7 days prior to provision of the service – 100% of the fees payable for the service.

Changing Fees

- f. By giving you at least 60 days' written notice before the change takes effect, we may:
1. change the amount of any Fees (except as a result of any introduction of or change in any taxes; and
 2. change the circumstances in which, or the frequency with which, a Fee is payable.
- g. Part A26 tells you about the ways in which we can give you notice.
- h. Where the change results from any introduction of or change in any taxes we may not be able to give you 60 days' notice. If this happens we will notify you of any Fee change as soon as possible.

Termination rights

- i. If we make a change to our Fees under Part A8e or A8f above, then you have the option to terminate your Supply

Agreement. Please see Part A14 for more details.

Goods and Services Tax

- j. In addition to any other clauses in these terms the following terms and conditions apply:

1. in Part A8 the expressions 'adjustment note', 'consideration', 'GST', 'supply', 'tax invoice', 'recipient', 'supplier' and 'taxable supply' have the meanings given to them in.
2. for the avoidance of doubt, 'GST' includes any penalties or additional tax imposed in relation to GST.

Sums include GST

- k. Unless otherwise expressly stated, all Fees or consideration to be provided under these terms are inclusive of GST

Responsibility for GST

- l. Despite any other provision in these terms, if GST is imposed on any supply made under these terms, the recipient must pay to the supplier an amount equal to the GST payable on the supply.
- m. The recipient must pay the amount referred to in (a) in addition to and at the same time as payment for the supply is required to be made under these terms.

Tax invoice

- n. If a supply is made to which GST applies or is varied under these terms, the supplier must provide the recipient of the supply a valid tax invoice or adjustment note at or before the time of payment or variation.

Adjustment

- o. If the amount of GST paid or payable by the supplier on any supply made under these terms differs from the amount of GST paid by the recipient, because the

ATO lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient, as the case requires.

A8. PAYMENT

Time for payment

- a. You must pay all Fees by the due date or dates specified in any invoices relating to a Supply Order. If for any reason a time for payment is not specified in an invoice you must pay the Fees within 30 days of the date of the invoice.

Manner of payment

- b. You must pay all Fees by cheque or electronic funds transfer in cleared funds at the place or to the bank account specified by us, or by direct debit authority and free of any deduction, set-off or withholding.

Correcting invoice errors

- c. You must give us notice within 7 days of receiving an invoice if you believe the invoice contains any errors. We will work with you to resolve any claim of error in an invoice. If we agree there is an error, we will credit your account accordingly.

Late fee for delayed supply at your request

- d. Where you ask us to delay the supply of software or implementation services, you must pay a late fee calculated daily at 2% per month on the charge for the Solution for the period from the delivery date originally agreed or specified in the Supply Order to the actual delivery date, unless otherwise agreed between you and us in writing.

Late fee on overdue payments

- e. You must pay a late fee calculated daily at the 5% p.a. on any amount overdue for payment from the due date for payment until payment occurs, unless otherwise agreed between you and us in writing Supply Agreements conditional on your creditworthiness

- f. We may require from you, and obtain from anyone else, information relating to your creditworthiness and may provide that information to, and check it with, credit reporting agencies and our related companies. You are entitled to see and request the correction of any such information held by us or our related companies. All our obligations relating to the supply of any Solution are conditional on us becoming and remaining satisfied about your creditworthiness.

Credit Limits, Credit Checks and Security

- g. We may at any time set a credit limit for you and require you to provide or arrange a bond, guarantee or other security for our Fees. You authorise us to the full extent permitted by law, including the Data Protection Act 1998, to give and obtain from a credit reference organisation or other credit provider, information relating to our creditworthiness and to use that information.

A9. RIGHTS FOLLOWING BREACH WITHOUT TERMINATING AGREEMENT

Adjusting Fees, suspending supply and repossessing Solutions

- a. If you do not meet an obligation under these terms or any other agreement between you and us, we may:
 1. adjust our Fees for any Solutions under Part A8c;
 2. impose additional Fees under Part A8c; or
 3. suspend or terminate the supply of any Solutions;

These rights apply in addition to any other rights we may have.

A10. EXCLUSION OF OTHER OBLIGATIONS

Matters outside scope of our obligations

We have no obligation to obtain for you anything other than the Solutions (for example, any services or rights you need from anyone else) and have no liability (whether for direct, indirect or consequential loss or damage or otherwise) to you for, nor any obligation to remedy any problem resulting from:

- a. any system design, configuration or integration services supplied by anyone else;
- b. anything being configured otherwise than in accordance with our recommendations;
- c. use of any Solution, by you or anyone else, other than in accordance with the documentation that we supply in relation to that Solution;
- d. anything done by us or anyone else at your request or direction (other than the supply of the Solutions);
- e. any goods or services (for example, any software maintenance services) supplied by anyone else;
- f. any representations made by us which are not set out in the applicable Parts of these terms or in the Supply Order;
- g. any Solution being incompatible with any software or equipment not supplied by us;
- h. anyone else's action, inaction, or delay;
- i. breach of your general obligations set out in Part A4;
- j. any changes to statutory, compliance or legislative requirements that impact on your use of the software;
- k. your Data not being copied or backed up;

- l. any change to your business structure, such as a restructure, partnership split or merger or acquisition (Part B2 also applies where relevant);
- m. migrating or dealing with any of your Data which is corrupt prior to migration or conversion; or
- n. dealing with Data that is known to contain correctable errors and requires cleansing and correction.

A11. EXCLUSION AND LIMITATIONS OF LIABILITY

Liability for non-compliance with statutory guarantees

- a. To the extent permitted by law (and subject to Part A1b), our liability to you for any non-compliance with a statutory guarantee is limited to:
 1. in the case of software:
 - i. the replacement of the software (or the particular component of the software, which caused the failure) or the supply of equivalent software (or particular component of the software); or
 - ii. the payment of the cost of replacing the software (or the particular component of the software, which caused the failure) or of acquiring the equivalent software (or particular component of the software); and
 2. in the case of services:
 - i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again.

- b. All representations, conditions, warranties and terms that would otherwise be expressed or implied in these terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).
- c. Parts A12a and A12b above are not intended to have the effect of excluding, restricting or modifying:
 - 1. the application of all or any of the provisions of the Sale of Goods Act 1979 or the Supply of Goods and Services ACT 1982; or
 - 2. the exercise of a right conferred by such a provision; or
 - 3. any liability of us in relation to a failure to comply with a guarantee that applies under the Sale of Goods Act 1979 or the Supply of Goods and Services ACT 1982 to a supply of goods or services.
- 2. loss of opportunity;
- 3. loss, destruction or corruption of Data; or
- 4. expenses incurred for reconstructing or rekeying Data, and however liability arises or might arise (whether through tort or contract) if it were not for this clause.
- e. If we or any other beneficiaries referred to in the following paragraph are ever liable to you for a Loss or Claim and, for any reason, cannot rely on any exclusion of liability set out in this clause, the maximum combined liability of us and those other beneficiaries to you is the amount paid by you to us in the six month period up to the date of the event giving rise to the liability.

Other beneficiaries of this clause

- f. The exclusions and limitation of liability in this Part also apply for the benefit of all our related companies and all our officers, employees, contractors and agents and their related companies.

When we and other beneficiaries of this clause will not be liable to you (this clause does not apply to any non-compliance with a statutory guarantee)

- d. Except in relation to personal injury or death, neither we nor any of the other beneficiaries of this clause referred to below are liable to you for any Loss or Claim (other than in relation to non-compliance with a statutory guarantee, in which case Part A12a applies) suffered by you caused by, in connection with, or resulting from anything we do or do not do, or delay in doing, or any negligence, misrepresentation, or other default by us or our officers, employees, contractors or agents, whether or not it is contemplated or authorised by these terms. This exclusion applies irrespective of what you are claiming, including:
 - 1. loss of profits or business;

Compatibility of software & equipment

- g. You acknowledge that irrespective of the fact that we may specify minimum or recommended equipment or operating environment requirements in relation to the software, we do not profess to be experts in relation to the compatibility of the software and any particular equipment or equipment components, operating environment or the correct configuration of such equipment or operating environment to enable the software to operate correctly.
- h. Furthermore we specifically exclude any warranty that the software shall operate on such minimum or recommended equipment or operating environment and therefore excludes any Loss or Claim suffered as a result of problems related to

the compatibility, performance of configuration of particular equipment or operating environment.

A12. EVENTS BEYOND REASONABLE CONTROL

We are not liable for failing to meet an obligation under these terms to the extent that, and for as long as, the failure is caused by an event beyond our reasonable control (including any delay in supply or failure of any goods or services supplied to us). If we fail, or we reasonably believe that we may fail, to meet an obligation because of an event beyond our reasonable control, we must use reasonable endeavours to give notice to you of the event and the likely effect of the event and do all we reasonably can to meet the obligation as soon as is reasonably practicable. This does not require us to change the way we would otherwise deal with any labour disruption.

A13. TERMINATION OF SUPPLY AGREEMENTS BY YOU

Termination for material breach of obligations or Fee change

You may terminate a Supply Agreement if:

- a. we have breached a material term of these terms and the breach remains un-remedied 14 days after you give us notice of the breach; or
- b. we change our Fees under Part A8e or A8f or any of the terms of these terms under Part A19, by giving us no less than 14 days' notice after we notify you of the change.

Termination for intervening event

- c. If we fail to meet an obligation under a Supply Agreement continuously for 60 days because of an event beyond our reasonable control, you may give notice terminating

the Part of the Supply Agreement affected by the failure.

Termination at end of invoicing period

- d. You may give notice terminating a Supply Agreement, in relation to any software licence, software maintenance service or other service which is invoiced on a periodic basis, by giving us no less than 60 days' notice before the beginning of any invoicing period for that licence or service.
- e. You are deemed to have repudiated a particular Supply Agreement if any amount owing by you in relation to any software licence, software maintenance service, or any other ongoing service remains unpaid 30 days after the due date for payment, unless we give express written notice before that date suspending the operation of this clause on such terms as we may specify.

Effect on software licence and other Supply Agreements

- f. If you terminate a specified Supply Agreement in relation to any type of Solution, all other Supply Agreements will remain in force until they expire or are terminated in accordance with their terms.

A14. TERMINATION OF SUPPLY AGREEMENTS BY US

Termination following change in Customer's capacity

- a. We may give notice terminating any Supply Agreement with immediate effect if we reasonably consider that you have ceased or are threatening to cease conducting your business, have become or are threatening to become subject to any form of insolvency administration, have dissolved or are threatening to dissolve, die, or become incapacitated.

Termination on notice

- b. We may give notice terminating these terms, or any individual Supply Agreement, without needing to give any reason for doing so by giving 60 days' notice to you. If these terms are terminated, all Supply Agreements are terminated immediately.

Effect on other Supply Agreements

- c. If we terminate a Supply Agreement under this clause, we may in the same notice terminate any or all other Supply Agreements with you. Unless we do this, all other Supply Agreements will remain in force until they expire or are terminated in accordance with their terms.

A15. RIGHTS FOLLOWING TERMINATION

On termination of a Supply Agreement by either you or us, unless otherwise agreed in writing:

- a. you must uninstall any Solutions supplied under the terminated Supply Agreement which are not owned by you; and
- b. both you and we must either destroy (and confirm in writing to the other that it has been done) or return to the other all information relating to the terminated Supply Agreement which by its nature is confidential or is designated confidential, excluding any information that is required to be held for compliance purposes.

These rights apply in addition to any other rights either you or we may have.

A16. ASSIGNMENT

You may not assign your interest in these terms or any part of it without written consent from us. We may assign any of our rights or obligations under these terms.

A17. SUBCONTRACTING

Subject to your express permission and consent, we may sub-contract any person to perform any of our obligations under these terms provided the sub-contractor complies with all the provisions under Australian Law.

A18. CHANGES TO THE SALES AND SERVICES AGREEMENT

- a. By giving you at least 30 days' prior notice of the change, we may change the terms of any Part of these terms by:
 - 1. changing or removing existing terms;
 - 2. adding new terms;
 - 3. replacing a complete Part of these terms; or
 - 4. adding a new Part to these terms.
- b. In addition to complying with Part A26, the notice must set out the actual changes in as much detail as is reasonably required to understand their meaning and effect.
- c. If you make payment for any Solutions covered by these terms following expiry of the notice period, such payment will be taken as your acceptance of the changes.
- d. If we make a change to these terms under this Part A19, then you have the option to terminate your Supply Agreement. Please see Part A14 for more details

A19. CHANGERS TO SUPPLY AGREEMENTS

Any change to a term of these terms for the purposes of a proposed Supply Agreement must be recorded in the Supply Order before it is signed and does not become effective unless approved in writing by Exalt's Legal Team.

Any other change to a Supply Agreement must be in writing and must be signed by both you and us

A20. RESOLVING DISAGREEMENTS

- a. Any disagreement between you and us relating to the meaning or performance of these terms must be referred to us by email at info@exalt.com.au. The contact people must use their best endeavours to resolve the disagreement promptly.
- b. If the disagreement has not been resolved within 30 days of being referred to the contact people (or any other period agreed between them), either you or we may give notice escalating the matter for consideration at senior management level. If the senior management personnel do not resolve the disagreement within a further 30 days, they must use their best endeavours to agree on an appropriate dispute resolution procedure.

A21. NO WAIVER

Except where a party has signed an express written waiver of a right under these terms, no delay or failure to exercise a right under these terms prevents the exercise of that or any other right on that or any other occasion. A written waiver applies only to the right and on the occasions specified in it.

A22. SEVERING UNLAWFUL TERMS

If either party considers a term of these terms is unlawful and unenforceable, both parties must continue to perform all their obligations under these terms until a final decision is made by a court or arbitrator on the lawfulness and enforceability of the term, unless both parties agree otherwise. If a court or arbitrator makes a final decision that the term is unlawful and unenforceable, it will be severed from these terms to the extent that it is unlawful and unenforceable and the rest of these terms will remain in force.

A23. MORE THAN ONE CUSTOMER

If there is more than one business which is a party to these terms, all parties must meet all your obligations under these terms.

A24. GOVERNING LAW AND JURISDICTION

These terms are governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales. Neither of us may object to New South Wales as the forum for any proceeding.

A25. GIVING NOTICES

- a. Any notice given under these terms must be in writing except where these terms expressly permits it to be given orally. To be effective, any notice must be either delivered (personally by ordinary mail or by registered mail), or emailed to the contact address, or email address specified on the front page of the most recent Supply Order (or to any replacement or additional address, or email address notified in writing by the other party of that purpose).
- b. A notice given by registered mail is deemed delivered 2 business days after it has been posted. A notice given by email is deemed delivered at the time the transmission is completed if that is before 5pm on a business day or, if not, then on the next business day.

PART B – SOFTWARE LICENCE TERMS

B1. GRANT OF LICENCE

- a. Subject to you complying with these terms, we licence you to use the software specified in each signed Supply Order and such licence:

1. is limited to the number of users, funds, user entities or other limitation as specified in the Supply Order;
 2. is non-transferable and non-exclusive; and
 3. includes the number of copies of any media and printed or electronic documentation specified in the Supply Order or otherwise associated with that software and supplied by us.
- b. For the avoidance of doubt, provision of a licence under these terms does not create any obligations on us (such as provision of service packs, updates, enhancements or upgrades) other than those expressly provided under these terms and any signed Supply Orders. You must:
1. use the software only at the site specified in the Supply Order or otherwise approved in writing by us;
 2. use the software (other than temporarily in an emergency) only on equipment and operating environments approved by us for that software, as notified on our website and in accordance with operating procedures approved by us; and
 3. copy the software for the purpose of backup and security only. The licence extends to any modification supplied by us under Part B4, and to any service pack, update, enhancement or upgrade supplied by us under Part C, for which you have paid our Fees.

B2. LICENCING AND SUB-LICENCING

General Restrictions

- a. You must not modify, adapt, alter, disassemble, decompile or reverse-engineer any code or database structure except to the extent you are permitted to do so by law and must not, without first obtaining our written consent, do anything else with the software which is inconsistent with or beyond the scope of the rights expressly granted in Part B1.
- b. Where the software is used to modify Data, you must only use the software to modify the Data. If the Data is accessible using third party tools, you must not use such tools to modify the Data yourself or any structures used to store or represent the Data for example, database schema, specific Data type, tables, columns, triggers, stored procedures or other database objects without our prior written consent.
- c. Under no circumstance may you:
1. transfer or sub, in whole or in part, without our express written consent; or
 2. split software licenses if your business is divided into two or more separate entities or changes as a result of partnership split, insolvency or appointment of administrator.
 3. ensure that your clients are aware that we do not support the software directly to them; and
 4. will, to the extent permitted by law, contract out of all conditions, guarantees, warranties and undertakings imposed by law when sub-licencing the software.

B3. DELIVERING AND INSTALLING THE SOFTWARE

- a. In addition to your obligations under Part A, you must prepare the site at which the software is to be installed, and the equipment and operating environment on which it is to be used, in compliance with our reasonable directions. So long as you have met your obligations under these

terms, we must deliver the software to the site specified in the Supply Order.

- b. If installation is specified on the Supply Order, we must use reasonable endeavours to install the software on approved equipment and operating environment by the installation date agreed between you and us, and inform you when installation has been completed successfully.

B4. MODIFYING THE SOFTWARE

If you ask us to modify any third party software and we agree to do so, you must:

- a. a. obtain any consent required from that person for us to modify the software and for you to use the modified software; and
- b. b. provide a copy of such consent to us, unless we agree otherwise in writing.

B5. OUR WARRANTY

General Warranty and exclusions

- a. You acknowledge that we do not make any representations or warranties that the software is bug or error free and that the existence of bugs or errors does not constitute a breach of these terms by us. Subject to this limitation, we warrant for the duration of the Supply Agreement that the software we develop will operate in a material respect in accordance with any documentation that we supply with the software, as long as you:
 - 1. use the software on equipment and the operating environment approved in writing by us;
 - 2. use the software in accordance with the documentation provided by us from time to time;
 - 3. use personnel that have received appropriate training or instruction by attending our related training courses or product events;
- 4. maintain a software maintenance service; and
- 5. install the latest service pack, update, enhancement or upgrade provided by us from time to time.
- b. If you do not conform to any of the requirements above, we limit our warranty that the software will operate in a material respect in accordance with any documentation that we supply with the software, to a period of 30 days from the date of installation. This warranty is provided in addition to other consumer rights and remedies that you may have under law.
- c. Our software comes with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the software repaired or replaced if the software fails to be of acceptable quality and the failure does not amount to a major failure.
- d. If you believe the software cannot be used in accordance with its documentation in a material respect, in order to claim under this warranty you must (at your own cost) send us a documented example of the error and a listing of output and any other Data we require to reproduce the operating conditions in which the error occurred to, to the address below:

Exalt Technologies email: info@exalt.com.au
- e. We will investigate the matter as soon as reasonably possible to determine whether or not there is an error in the software having that effect and:

1. if we identify an error which has a material effect on the use of the software, use our reasonable efforts to correct or provide a work around for that error without additional charge to you; or
2. if we determine there is no such error, inform you.

B6. OTHER SERVICES OUTSIDE OUR WARRANTY

- a. We are not obliged under our warranty to investigate or remedy any problem to the extent that it is caused by:
 1. misuse of the software by you or anyone else;
 2. fault in the equipment or operating environment on which the software is used;
 3. the configuration of such equipment or operating environment;
 4. an error in or the use of other software used in conjunction with the software; or
 5. any failure by you to meet an obligation under these terms.
- b. We may endeavour to investigate or remedy any such problem for an additional charge.

B7. TERMINATION AND FAILURE TO PAY

- a. If the Supply Agreement under which software has been supplied to you terminates for any reason and/or your licence to the software is revoked, your access to support, licensing and updates in respect of that software will also be terminated.
- b. In the event of your failure to pay any Fees to us, we reserve the right to withhold any passwords or keys to reactivate the software.

- c. We strongly recommend that you extract your data for tax compliance and archive purposes prior to termination of these terms, in a format that is accessible outside of your software. Failure to extract and retain your data prior to termination may result in you being unable to comply with your record retention obligations under tax legislation.

PART C- SOFTWARE MAINTENANCE TERMS

C1. PROVIDING SOFTWARE SUPPORT

We must provide the software maintenance services specified in the Supply Order, during any period for which you have paid the applicable Fees, in accordance with the terms set out in the Supply Order, Part A and this Part C, solely in relation to the software developed by us or any partner with which we have a contractual relationship and we have agreed to provide the software (i.e. not third party software). We will only provide our maintenance services during the advertised hours of our support team.

C2. SOFTWARE SERVICE SUBSCRIPTION OPTIONS

Where we agree to supply our software maintenance services for any software, you may choose between the different software maintenance services options (if any) specified in the Supply Order.

C3. SUPPORT AVAILABILITY

Under all software maintenance services options, we will use reasonable endeavours (depending on current customer demand) to ensure that maintenance personnel are available to you by telephone or internet via our support team during our normal business

hours to log calls, and where possible, assist rectification of errors with the software and help provide a detour or work around the problem.

C4. UPDATES AND ENHANCEMENTS

- a. Where you pay the applicable Fees we may supply service packs, updates, enhancements or upgrades of our software subject to the following:
 1. service packs, updates, enhancements or upgrades becoming generally available for commercial use;
 2. you must have internet access or computer hardware which is compatible with the media format of the service pack, update, enhancement or upgrade as specified by us from time to time;
 3. we may include any instructions, changes to existing documentation and any information relating to changes to equipment or operating system specifications reasonably necessary to enable the service pack, update, enhancement or upgrade to be installed and used;
 4. if requested by you subject to an additional Fee and availability of consultants, install the service pack, update, enhancement or upgrade;
 5. subject to Part A8e and A8f we may change the applicable licence fee or software maintenance fee for the supported software from the date the service pack, update, enhancement or upgrade is supplied;
 6. we are not obliged to supply our software maintenance services if you decline to accept and install any service pack, update, enhancement or upgrade

offered by us for the supported software; and

7. we may charge you a reasonable fee where you request a service pack, update, enhancement or upgrade on CD, or other media where such information was available on our website.
- b. A service pack, update, enhancement or upgrade may correct known errors in the software but may from time to time include changes to functionality.

C5. SUPPORT AND OTHER SERVICES

- a. We may support software either by giving advice to you by telephone, email, online discussion, correcting errors online from a remote location, attending your site and giving advice, or supplying programming or re-configuration services, as we consider necessary.
- b. Except to the extent your chosen software maintenance services option expressly (and in writing) entitles you to specified onsite or other support without additional charge, you must pay our additional Fees for supplying any such onsite or other software maintenance services.

C6. YOUR OBLIGATION TO DEMONSTRATE THE ERROR

If you ask us to supply a maintenance service that involves devising a workaround or adjustment, correcting an error or modifying software, you must give us a documented example of the error and a listing of output and any other Data we require to reproduce the operating conditions in which the error occurred.

C7. PERIODIC RENEWAL AND INVOICING

- a. Unless otherwise specified in the Supply Order, you agree to acquire software maintenance services for a period of time of not less than one year which is renewed automatically when you receive an invoice for further software maintenance services, unless terminated earlier under the terms of these terms.
- b. Unless otherwise specified in the Supply Order, we may invoice you for software maintenance service Fees quarterly or monthly in advance.

C8. REINSTATEMENT CHARGES

- a. If you have terminated software maintenance services and subsequently ask us to reinstate software maintenance services, then we may charge you a reinstatement Fee (in addition to the ongoing software maintenance services Fees) of either:
 1. an amount equal to the software maintenance services Fees (at current rates) foregone by us for the period from termination to reinstatement; or
 2. the licence Fees for the software for which you require software maintenance services, as determined by us at our sole discretion.
- b. You must pay the reinstatement Fee prior to us reinstating the software maintenance services, unless we agree otherwise.

C9. SERVICES OUTSIDE SCOPE OF STANDARD SOFTWARE SUPPORT

- a. We are not obliged to provide any software maintenance service to remedy any problem to the extent that the problem is caused by:

1. a misuse of the supported software by you or anyone else;
2. software maintenance services or work on the software and systems provided by anyone else other than us;
3. a fault in the equipment on which the software is used or in operating software or equipment other than specified by us;
4. configuration problems in relation to any equipment or operating systems used with the software;
5. employment of equipment or operating environment not expressly approved by us as per our website;
6. insufficiently trained staff;
7. the use of other software in conjunction with the supported software (including when the other software has been supplied by us), or any failure by you to meet an obligation under these terms;
8. routers, firewalls, anti-virus or other software or hardware which prevents or limits the required connectivity and performance of the software supported by us;
9. your failure to install the latest service pack update, enhancement or upgrade issued by us from time to time; or
10. problems caused by customised software or interoperability between the customised/third party software and our software.

- b. We are not liable for any losses incurred by you as a result of any of the issues listed above or our refusal to rectify those issues.
- c. We may endeavour to remedy such an issue for an additional Fee. Examples of other services we may agree to provide for an additional Fee which do not form part of our maintenance services under this Part include the supply or maintenance of any equipment, accessories, attachments or

consumables, Data reconstruction (other than as a result of an error in supported software), consultancy services, education and training services and professional services.

PART D- THIRD PARTY SOFTWARE SUPPLY TERMS

D1. SUPPLYING THE SOFTWARE

We must supply any third party software specified in each completed Supply Order to you in accordance with the terms set out in the Supply Order, Part A and Part F of these terms.

We warrant that we are authorised to sell or lease the third party software to you. Unless otherwise specified in the Supply Order we agree to sell and you agree to buy the third party software. For the avoidance of doubt unless the Supply Order expressly specified the supply of third party software nothing in these terms creates an obligation for us to supply or support third party software.

D2. DELIVERING AND INSTALLING THE SOFTWARE

Preparing the site

In addition to its obligations under Part A, you must prepare the site at which the third party software or equipment is to be installed, and any other third party software which is to be used in conjunction with the third party software, in accordance with our reasonable directions.

Delivering and installing the software

So long as you have met your obligations under these terms and the Supply Order expressly specifies the following, we must deliver the software to the site specified in the Supply Order, install and use reasonable endeavours to configure it by an installation date agreed by

the parties. We must inform you when installation has been completed successfully or if any delays have been encountered.

Additional charges for your delay or unforeseen, unusual circumstances

You must pay any additional Fees arising from delay in delivery or installation that arise out of your failure to comply with your obligations under these terms, or from circumstances not usually associated with similar deliveries or installations which were not foreseen by us.

D3. MANUFACTURER'S WARRANTIES

- a. We are not the manufacturer of any of the third party software that we supply and give no warranty regarding the third party software except as set out expressly in these terms. Any warranty period referred to in the manufacturer's documentation supplied with the third party software refers to the period of the manufacturer's warranty, not a warranty by us.
- b. We are not the manufacturer's agent and any obligations we have as a supplier of the third party software to remedy any failure to comply with an applicable consumer guarantee, is limited to our obligations under the ACL to:
 1. replace the third party software with an identical type or by refunding the money paid by you for the third party software; or
 2. refund you the amount that is equal to the value of any other consideration provided by you for the third party software.
- c. The terms of these terms prevail over the terms of any manufacturer's warranty on

third party software or equipment supplied by us, to the extent of any inconsistency.

PART E- TRAINING SERVICES TERMS

We must supply any training services set out in a completed Supply Order in accordance with the terms set out in the Supply Order and in Part A of these terms. Examples of such services include initial classroom or onsite education on the use of Solutions, site specific education and operator training.

PART F- PROFESSIONAL SERVICES TERMS

F1. GENERAL PROVISION OF PROFESSIONAL SERVICES

We must supply any professional services specified in a completed Supply Order in accordance with the terms set out in the Supply Order and in Part A of these terms. These professional services relate to components from the software products supplied by us. Examples of such services include general consultancy on the use of Practice Management or compliance modules, configuration or integration services, Data recovery and reconstruction (other than as a result of an error in support software) and any other services requested by you which are outside the scope of any of the standard services supplied by us as described in the Supply Order. Provision of professional services does not include items such as operating systems (e.g. Windows) and system design.

F2. PROFESSIONAL SERVICES PAID FOR IN ADVANCE

If you agree and sign a Supply Order and pay for the provision of services in advance then such services must be used within 12 months of the date of the signed Supply Order. After that time you forfeit any rights to the services

and we are not required to refund any corresponding Fees.

PART G – DIRECT DEBIT FROM BANK ACCOUNTS

G1. DIRECT DEBIT FROM BANK ACCOUNT

Direct debit transactions from bank accounts and made in respect of Solutions supplied under these terms are governed by the attached Direct Debit Request Service Agreement and Credit Card Direct Debt Terms & Conditions.

Direct Debit Request Service Agreement (DDRSA)

This section 1 applies to you if are entering into a direct debit authority in relation to your bank account. It sets out your rights, our commitment to you, your responsibilities to us and where you should go for assistance. The terms and conditions contained in this section operate in addition to the terms and conditions set out in your Sales and Services Agreement or any Terms of Use that govern your Exalt product or service, including any terms and conditions that relate to your direct debit authority.

1. By selecting the 'direct debit from bank account' payment method either online or by completing a Direct Debit Request Form you:
 - acknowledge that you are the authorised signatory of the nominated bank account or if debiting a joint account, you confirm that all the authorised signatories have authorised the establishment of this direct debit request;
 - understand and accept your commitments and responsibilities under

- the direct debit terms and conditions set out in this section 1;
- authorise Exalt to debit funds from your nominated bank account through Bank Electronic Clearing System (BECS) for:
 - periodic payments for all contracts and/or products and services with recurring charges (Periodic Payments); and
 - one off Payments where 'bank account' has been selected as the payment method (One Off Payments).
2. We will arrange for funds to be debited from your nominated bank account, as authorised by you, on the direct debit date shown on your invoices. If the direct debit date falls on a non-working day or public holiday the payment will be processed on the next working day. If you are uncertain as to when the debit will be processed, please enquire directly with your financial institution.
 3. A tax invoice confirming the amount of the payment will be issued to you within 1–3 working days of:
 - Periodic Payments – the start of a month in which a payment will be made by you; or
 - One Off Payments – your order being accepted and processed.
 4. We will advise you of any changes to your debit arrangements at least 30 days in advance.
 5. It is your responsibility to ensure that you have sufficient funds available in your nominated bank account to cover your Periodic Payments and that your bank account details are correct.
 6. Direct debiting through BECS is not available on all bank accounts. If you are paying by direct debit from your bank account, it is your responsibility to ensure that your bank account can accept direct debits (your financial institution can confirm this). You should also check your bank account details with your financial institution before completing the direct debit request.
 7. We will notify you by email if you default on a payment. It is then your responsibility to arrange for an alternative payment to be made to us within five (5) working days of the original due date.
 8. If we do not receive an alternative payment from you within five (5), we may list your payment default with a credit collection organisation. Defaults are listed for a period of five (5) years and may have an adverse effect on your credit rating.
 9. We may suspend your account, subscription or membership until any outstanding payments have been made.
 10. We may also charge a dishonour fee to cover the administration costs associated with the collection of any defaulting payment under this agreement.
 11. If you believe that there has been an error in debiting your bank account you should immediately contact our Accounts Department via email at info@exalt.com.au so that we can resolve your query promptly.
 12. If we conclude, as a result of our investigations, that your bank account has been incorrectly debited, we will arrange a refund of the amount due to you. If we conclude that your account has been

debited correctly, we will let you know and provide evidence of our finding.

13. Confidentiality – any information that you provide to us is confidential and protected by law and our Exalt Group Privacy Policy. You acknowledge and agree that we will need to provide information to our financial institution to initiate or alter payment arrangements from your bank account or to investigate an alleged incorrect or wrongful payment.
14. This direct debit authority permits us to change the amount debited from your bank account, with at least 30 days' notice, to reflect any change to prices for the products and/or services that relate to your direct debit authority. It also permits us to change the amount debited or charged to cover any increases in amounts payable arising from the purchase of additional products by you from time to time, with at least 30 days' notice.
15. Changing or cancelling your payment arrangements -If you wish to defer or alter any payment arrangements, stop an individual payment item or cancel a payment authority please contact our Accounts Department via email at info@exalt.com.au.

Great Hall Pty Ltd as Trustee for The Exalt Unit Trust Trading as Exalt Technologies

Australian Company Number **066432344**.