

MASTER AGREEMENT

This Master Agreement between SpinifexIT and the Customer listed below is made on the MSA Start Date and sets out the terms and conditions that govern orders placed under it.

Party Details

SpinifexIT	Name	
	Address	3531 Newport Park Way Louisville TN 37777
	Phone	
	Email	
Customer	Name	
	Address	
	Phone	
	Email	
MSA Start Date	October 1, 2026	

Executed as an agreement

Executed by **SpinifexIT** by its authorised representative:

Executed by **the Customer** by its authorised representative:

Signature of authorized representative

Signature of authorized representative

Name of authorized representative (PRINT)

Name of authorized representative (PRINT)

Job title

Job title

Date

Date

Operative provisions

1. Definitions and interpretation

1.1 Definitions

Activation File means an electronic file that enables the Software to be used by the Customer.

Agreement means this Master Agreement.

Background Materials means all materials created by or on behalf of the Customer independently of this Agreement.

Business Day means a day on which banks are open for general banking business in Melbourne, Victoria excluding Saturdays and Sundays.

Claim means any claim, loss, liability, damage, action, order, judgment, demand, cost and expense.

Cloud Services means the technology services hosted by or on behalf of SpinifexIT and provided to the Customer as a dedicated Instance or a shared Instance, as set out in the Order Form, including associated offline components, but excluding Third Party Software, Support Services and Professional Services.

Confidential Information means:

- (a) the content of this Agreement, or any other instruments entered into under this Agreement;
- (b) in the case of SpinifexIT and the Products;
- (c) all information regarding a party's business or affairs, including business concepts, processes, methods, trade secrets, systems, data, proprietary software, code, inventions, algorithms, technical information, know-how, devices, formulas, product specifications, marketing methods, prices, distributor lists, supplier lists, methods of operation, or other information, whether in oral, written, or electronic form;
- (d) information obtained by a party in connection with this Agreement that, by its nature or the circumstances surrounding its disclosure, could reasonably be expected to be regarded as confidential to the other party or any third party; and
- (e) information developed or created by a party which is based on, derived from, which includes or refers to, any of the other party's confidential information,

whether or not provided, obtained, developed, or created before or after the date of this Agreement, but does not include any information:

- (f) that becomes generally available to the public (other than through breach of this Agreement);
- (g) that was already known to that party at the time of disclosure by the other party; or
- (h) information that that party acquires from a source other than the other party (if such source is entitled to disclose it on a non-confidential basis).

Customer Data means all data submitted by or on behalf of the Customer via the Products and/or Services in connection with this Agreement and held by, or on behalf of, SpinifexIT.

Data Protection Laws means any law applicable to the processing of personal information by a party in connection with this Agreement, including (as relevant) but not limited to:

- (a) the Australian *Privacy Act 1988* (Cth);
- (b) the *California Consumer Privacy Act of 2018* (as may be amended by the *California Privacy Rights Act*), any applicable data breach notification laws and regulations, the rules of the Federal Trade Commission, and any other state or federal laws or regulations in the United States regarding the processing, privacy and security of personal information;
- (c) the *EU General Data Protection Regulation* ((EU) 2016/679) ("GDPR") and all national legislation implementing the GDPR, the GDPR as it forms part of UK law by virtue of section 3 of the *European Union (Withdrawal) Act 2018* and the *Data Protection Act 2018*; and/or
- (d) any Standard Contractual Clause Agreements as designated by EU, UK or Swiss authorities and used by the parties to achieve such compliance,

Deliverables means the deliverables to be delivered by SpinifexIT in the course of the Professional Services as specified in the Order Form.

Documentation means the applicable technical specification, support operation policy and service level documentation for each Product and Service, as such materials are made generally available by SpinifexIT to the Customer, including on the Customer's ZenDesk portal.

EULA means the end user licence agreement attached to the Software or Cloud Services, including as updated from time to time.

Fee Rates means the rates set out in the rates schedule attached as Schedule 5, as updated from time to time pursuant to clause 4.4(c).

Fee Variables means each of the Permitted Instances, Permitted Jurisdictions, the Permitted Personnel Range and the Permitted Version.

Fees means:

- (a) in relation to each Order Form, the fees specified in that Order Form; or
- (b) if the Order Form does not state the applicable fees, such fees as calculated based on SpinifexIT's applicable price list.

Force Majeure Event means an event, or series of related events, that is outside the reasonable control of the party affected and which was not in existence as at the date of this Agreement, including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, disasters, explosions, fires floods, riots, terrorist attacks, wars, epidemics and pandemics.

Instance means a separate copy of any Software or Cloud Service which is deployed, or capable of being deployed, in a development, test or production environment.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

MSA Start Date means the date specified in the Party Details.

Order Form means the agreed order for Products or Services between SpinifexIT and the Customer in the form attached as Schedule 4.

Order Start Date means the date specified as such in the Order Form, and otherwise, the date by which the last party signs the relevant Order Form.

Order Term means, in relation to each Order Form, the term of that Order Form as specified in it, or if no term is specified, the period of 4 years, in each case subject to any renewal in accordance with clause 2.2(c).

Permitted Instances means the permitted number and categories of Instances on which the Product or Cloud Service is permitted to operate as specified in the Order Form.

Permitted Jurisdiction means each jurisdiction within which the Customer operates as specified in the Order Form.

Permitted Personnel Range means the range of active personnel of the Customer as specified in the Order Form.

Permitted Version means the software version as specified in the Order Form.

Products means the Activation Files, Documentation, Software and any other products, software, or goods provided by, or on behalf of, SpinifexIT under this Agreement.

Professional Services means any consulting, training, implementation, or technical services provided by SpinifexIT, as set out in the Order Form, but excludes Support Services.

Services means the Cloud Services, Support Services and Professional Services and any other service provided by, or on behalf of, SpinifexIT under this Agreement.

Software means the SpinifexIT software that is installed by or on behalf of the Customer on:

- (a) hardware owned by the Customer;
- (b) third party owned hardware which is made accessible to the Customer under a contract between the Customer and the third party,

as set out in the Order Form.

Support Services means the support services provided by SpinifexIT, as set out in the Order Form.

Third Party Application means a web-based, offline, mobile, or other software application functionality that is provided by the Customer or a third party and interoperates with a Product or Service.

User means an individual employee, contractor or other person that the Customer nominates to use or access the Products and Services on behalf of the Customer.

1.2 Interpretation

In this Agreement, unless otherwise stated:

- (a) a reference to a document includes any document which varies, supplements, replaces, assigns or novates that document;
 - (b) a reference to a party includes that party's representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
 - (c) 'including' and 'includes' are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
 - (d) a word that is derived from a defined word has a corresponding meaning;
 - (e) neither this document nor any part of it is to be construed against a party on the basis that the party was responsible for its drafting;
 - (f) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
 - (g) an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
 - (h) a reference to a body (including an institute, association or authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions; and
 - (i) unless otherwise stated in the Order Form, a reference to **dollars** or **\$** is to United States currency.
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2. Term

2.1 Agreement term

This Agreement starts on the MSA Start Date and continues in full force and effect until terminated in accordance with clause 13.

2.2 Order Term

Each Order Form:

- (a) starts on the Order Start Date;
 - (b) continues for the Order Term; and
 - (c) will automatically end at the end of the Order Term unless the Order Form specifies a renewal period, in which it may be renewed for the period specified in the Order Form by executing the written Order Form for the renewal period.
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3. Order Form

3.1 Order of Products and Services

- (a) The Customer may order Products and Services by agreeing to an Order Form with SpinifexIT.
- (b) The terms of this Agreement, including its Schedules, apply to, and are incorporated into, each Order Form agreed under clause 3.1(a).
- (c) If there is any inconsistency between this Agreement and any Order Form, the terms of the Order Form will prevail to the extent of the inconsistency.

3.2 Supply of Products and Services

SpinifexIT will use reasonable endeavours to supply the Products and Services specified in each Order Form to the Customer in accordance with this Agreement and the Documentation.

4. Fees and payment terms

4.1 Payment obligation

The Customer must pay SpinifexIT or its authorized reseller as applicable all Fees under each Order Form within the period specified in that Order Form, or if none specified, within 30 days after the date of each invoice.

4.2 Payment timing

Unless otherwise stated in an Order Form:

- (a) Fees in respect of Products and Cloud Services are payable annually upfront; and

- (b) Fees in respect of Services (other than Cloud Services) are payable monthly in arrears on a time and materials basis.

4.3 **Payment terms**

Unless otherwise stated in an Order Form, all amounts are:

- (a) payable by way of bank transfer in United States currency;
- (b) reserved; and
- (c) SpinifexIT shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

4.4 **Professional Service Fees**

- (a) Subject to clause 6.2(b), SpinifexIT Professional Services will be charged to the Customer on a half-daily basis at the 4.4(c) which are based on an 8.0-hour normal working day.
- (b) SpinifexIT may charge for:
 - (i) time worked beyond the normal working day on an hourly pro-rata basis; and
 - (ii) for work performed at the Customer's request between 2100 and 0700 hours or on weekends or statutory holidays,at a rate which is double the Fee Rates.
- (c) The Fee Rates are fixed for the period stated in the Order Form.
- (d) The Customer acknowledges and agrees that, unless otherwise stated in the Order Form:
 - (i) the Professional Services are provided on a time and materials basis and any projected total cost, timetable of work or delivery dates in the Order Form are estimates only; and
 - (ii) SpinifexIT gives no undertaking to perform the Professional Services within a fixed time or fixed price.
- (e) If the effort for completion of the Professional Services is deemed to vary materially from the amount estimated in the Order Form, SpinifexIT will notify the Customer to obtain additional approval before providing further Professional Services or incurring further costs in respect of time and materials.

4.5 **Expenses**

The fees estimated in the Order Form exclude all direct travel related expenses (e.g. any meal, accommodation, airfares, travel, rental car and parking related costs) reasonably incurred by SpinifexIT which will be on-charged to the Customer at cost in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document.

4.6 **Fee increase**

- (a) Except where clause 4.4(c) applies, on each anniversary of an Order Form, SpinifexIT may, by notice to the Customer, increase the Fees in respect of that Order Form in accordance with the then current GSA Schedule Pricelist .

4.7 **Overdue payments**

- (a) If the Customer fails to pay any amount due under this Agreement, and such amount is not disputed in accordance with clause 4.8, SpinifexIT will send the Customer a reminder notice. If the Customer fails to pay within 14 days of the reminder notice, SpinifexIT may, in its sole discretion:
 - (i) charge interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid;
 - (ii) reserved; and/or
 - (iii) reserved,until such time as payment is made in full.
- (b) reserved.
- (c) reserved.

4.8 Disputes

- (a) If the Customer disputes any invoice, the Customer should notify SpinifexIT in writing within 14 days of the invoice date, specifying the reasons for disputing the invoice.
- (b) Upon receipt of a notice from the Customer under clause 4.8(a), the parties must follow the dispute resolution process in clause 18.10 in relation to the resolution of such dispute.
- (c) The Customer must pay the undisputed portions of the invoice in accordance with clauses 4.1 and 4.3.

5. Licence and restrictions

5.1 Licence grant for Software

- (a) Clauses 5.1(b) to 5.1(g) apply if the Order Form specifies Software.
- (b) SpinifexIT grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to:
 - (i) install and use the Permitted Version of the Software for the Permitted Instances on the Customer's equipment or on third party equipment which the Customer is entitled to use or access (including on equipment or a platform provided on an as-a-service basis);
 - (ii) access and use any online or cloud component of the Software;
 - (iii) authorise each User to do any of the above,for the Order Term solely for the purpose set out in the Order Form (if any) or if no purpose is specified, for the Customer's internal business purposes.
- (c) Notwithstanding clause 5.1(b), where the Customer intends to use the Software on any third party equipment or platform provided on an as-a-service basis, the Customer may grant that third party a sub-licence to install and use the Software solely for the Customer's benefit in accordance with this Agreement.
- (d) The Customer must not, and must ensure that the Users do not:
 - (i) combine or incorporate the whole or any part of the Software in any other program or system without SpinifexIT's prior written consent; or
 - (ii) install or use the Software in a manner that circumvents or interferes with the operation of any Activation Files provided under clause 5.1(e) or any other technological measure that controls the access to the Software.
- (e) As part of delivery of the Software:
 - (i) SpinifexIT may provide the Customer with, and the Customer must use (if provided), an Activation File that will allow the Customer to use the Software;
 - (ii) the Customer must update the Activation File from time to time as required by SpinifexIT.
- (f) The Customer acknowledges and agrees it is fully responsible for all liability arising as a result of the Customer's failure to install appropriate security updates and patches, including any security updates or patches provided by SpinifexIT.
- (g) The Customer acknowledges and agrees that the Software may include individual open source software components, each of which has its own licence conditions and the Customer agrees to comply with any such licence conditions notified by SpinifexIT.

5.2 Licence grant for Cloud Services

- (a) Clauses 5.2(b) and 5.2(c) apply if the Order Form specifies Cloud Services.
- (b) SpinifexIT grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to:
 - (i) access and use each Permitted Version of the Cloud Services;
 - (ii) install and use any associated offline components included with the Cloud Services; and
 - (iii) authorise each User to do any of the above,during the Order Term solely for the purpose set out in the Order Form or, if no purpose is specified, for the Customer's internal business purposes.
- (c) Without limiting clause 10.1(b), in respect of the Cloud Services, SpinifexIT will:
 - (i) encrypt all Customer Data (except for names and email addresses of Users and document thumbnails) on the transmission paths and throughout the entire process of data processing, including destruction;

- (ii) ensure that access to Customer Data is permitted only via two-factor authentication; and
- (iii) promptly inform the Customer of any unauthorised loss of, access to, amendment of or disclosure of Customer Data.

5.3 **Licence grant for Deliverables**

During the applicable Order Term, SpinifexIT grants the Customer a non-exclusive, worldwide, limited right to use any Deliverables delivered by SpinifexIT to the Customer in connection with its authorised use of the applicable Product or Service.

5.4 **Licence conditions**

Except to the extent expressly permitted under this Agreement, an Order Form or applicable law, the Customer acknowledges and agrees that it must not, and that it must ensure that Users do not:

- (a) use the Products and Services:
 - (i) in violation of any applicable law or regulation, or in connection with unlawful material (such as material that violates any obscenity, defamation, harassment, privacy, publicity, or intellectual property laws); or
 - (ii) in a manner that would cause a material risk to the security or operations of SpinifexIT or any of its customers, or to the continued normal operation of other SpinifexIT customers;
- (b) use or access the Cloud Services, or install or deploy the Software, in any manner except as expressly permitted by the Agreement or applicable Order Form, including in a manner that circumvents any contractual usage restrictions;
- (c) offer, use, or permit the use of the Products and Services in a computer service business or third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third party;
- (d) copy, modify, create derivative works of, adapt, translate, reverse engineer (including monitoring or accessing the inputs and output flowing through a system or an application), decompile, disassemble, or otherwise attempt to discover within any Products or Services, the source code, data representations, or underlying algorithms, processes and methods (except to make a reasonable number of copies of any Software for archival purposes and install and use the copies only when the primary copy has failed or is destroyed); or
- (e) remove, obscure, or alter any proprietary notices associated with the Products and Services.

5.5 **Customer obligations**

The Customer:

- (a) must use commercially reasonable efforts to:
 - (i) prevent unauthorised access to, or use of, the Products and Services;
 - (ii) ensure that all Users:
 - (A) agree to the terms of the EULA as a pre-condition to using the Products and Services; and
 - (B) use the Products and Services only in accordance with the terms of this Agreement, the EULA and any applicable laws and regulations;
- (b) must promptly notify SpinifexIT immediately on becoming aware of any unauthorised use or copying of the whole or any part of the Products and Services;
- (c) unless the Order Form specifies otherwise, has the sole responsibility for the adequate protection and backup of Customer Data inputted into, or otherwise used in connection with the Products and Services; and
- (d) is responsible for complying with any applicable terms and conditions of any Third Party Applications used by Customer in conjunction with the Products and Services.

5.6 **Order Variables**

- (a) The Software and the Cloud Services are provided on the basis of the Fee Variables.
- (b) If, at any point during the Order Term:
 - (i) the aggregate number of current employees of the Customer and the number of contractors of the Customer with access to the Customer's digital environments (expressed as a raw number without reference to full-time equivalency) exceeds the Permitted Personnel Range;

- (ii) the countries within which the Customer has a corporate presence exceeds the Permitted Jurisdictions;
- (iii) the Customer asks to, or does, use the Software and/or Cloud Services (as relevant) in excess of the Permitted Instances; and/or
- (iv) the Customer asks to add to, or amend, the Permitted Version,

then the Fees will increase in accordance with SpinifexIT's then current GSA Schedule price list with effect from the date of the relevant change or on such other terms as agreed between the parties in writing.

5.7 Users

The Customer will be responsible for all Users' compliance with this Agreement and for any other activity (whether or not authorised by the Customer) occurring under the Customer's account.

6. Services

6.1 Provision of Support Services

During the Order Term, SpinifexIT will provide the Customer with the Support Services in respect of the relevant Product or Cloud Service with due care and skill and:

- (a) in accordance with the specifications and service levels set out in the Documentation;
- (b) at the level and at the cost as specified in the Order Form or if not specified, then at the level of SpinifexIT's standard Support Services at no additional cost.

6.2 Provision of Professional Services

- (a) If an Order Form includes an order for Professional Services, SpinifexIT will provide:
 - (i) the Professional Services and any agreed Deliverables with due care and skill; and
 - (ii) where any SpinifexIT personnel are named in the Order Form in respect of the Professional Services, that personnel to carry out or supervise the Services or such replacement as reasonably agreed by the parties.
- (b) Unless otherwise specified in an Order Form, all training services forming part of the Professional Services will be delivered:
 - (i) online;
 - (ii) in 3.5 hour sessions (including preparation time); and
 - (iii) to a maximum of 8 attendees per training session.

6.3 Deliverables

- (a) SpinifexIT will submit the Deliverables to the Customer in draft form for the Customer's review.
- (b) If the Customer:
 - (i) makes no review comments in writing within fourteen (14) days of submission, SpinifexIT will issue the Deliverables to the Customer in final form.
 - (ii) makes such comments within fourteen (14) days of submission, following discussion of the same, SpinifexIT will incorporate agreed changes to the draft Deliverables and reissue the Deliverables in final form to the Customer.

6.4 Customer obligations

- (a) The Customer agrees to provide all reasonable assistance to SpinifexIT to facilitate the provision of the Professional Services, including providing complete and accurate information as required by SpinifexIT for the performance of the Professional Services.
- (b) Where participation by, or access by SpinifexIT to, the Customer's personnel is necessary for the performance of the Professional Services, the Customer must ensure that those personnel are available at the times agreed by the parties and that they possess the appropriate skills and experience for the tasks assigned to them.

6.5 Mutual obligations

Each party will ensure that its personnel, when working at the other party's premises, will comply with any applicable rules and regulations relating to such premises as are notified to them.

7. Change order

7.1 Request

A party may request a change in any of the Documentation, specifications, requirements, Deliverables or scope of an Order Form by giving notice in writing to the other party, setting out the proposed changes.

7.2 Binding nature

- (a) Within fourteen (14) days of submission by a party of a notice under clause 7.1, SpinifexIT will prepare a change order describing the proposed changes to the Order Form.
- (b) The change order in clause 7.2(a) will be binding upon execution by the parties.

8. Audit rights

8.1 Software audit

The Customer acknowledges and agrees that the Products and Services may contain software which monitors the Customer's compliance with the terms of the applicable Order Form and this Agreement and provides SpinifexIT with aggregated usage statistics.

8.2 Audit process

- (a) Subject to reasonable confidentiality obligations required by the Customer (including the provisions of clause 10.3), and Government security requirements, SpinifexIT may audit the Customer's use of the Products and Services to verify that Customer's use, installation, or deployment of the Products and Services comply with the terms of the applicable Order Form, provided that any such audit does not:
 - (i) occur more than once every 12 months; and
 - (ii) unreasonably interfere with the Customer's normal business operations.
- (b) The Customer must cooperate with SpinifexIT's audit and provide reasonable assistance and access to information reasonably requested by SpinifexIT.

8.3 Non-compliance

If any software or audit shows that the Customer is deploying, installing or using the Products and Services:

- (a) beyond the quantity contractually permitted; or
- (b) in any way not permitted under this Agreement,

without limiting SpinifexIT's rights at law or in equity, the Customer must pay SpinifexIT the difference between the Fees paid to date and the Fees that would have been paid from the start of the Order Term if the Order Form permitted the Customer to make use of the Product or Service as determined by the software or the audit. Such additional Fees must be paid within 30 days of invoice receipt date.

8.4 Costs

Each party will bear its own costs and expenses incurred in complying with its obligations under this clause 7.

9. Customer Data

9.1 Ownership

As between the Customer and SpinifexIT, the Customer is and will remain the sole and exclusive owner of all right, title and interest to the Customer Data.

9.2 Permitted use

The Customer grants SpinifexIT a non-exclusive, worldwide, sub-licensable royalty-free licence to use, host, process, store, display and transmit the Customer Data:

- (a) to the extent necessary to perform its obligations (including developing, modifying, improving, supporting, customising, and operating the Products and Services) or enforce its rights under this Agreement or an applicable Order Form; or
- (b) where required or authorised by law.

9.3 Location of processing

- (a) The Customer acknowledges and agrees that where Spinifex processes Customer Data, that Customer Data will be stored or processed through one or more servers operated by, or on behalf of SpinifexIT in:

- (i) the geographic location(s) (if any) specified in the Order Form;
 - (ii) in Singapore, for Customers based in Asia;
 - (iii) in Sydney, New South Wales for Customers based in Oceania;
 - (iv) in Frankfurt, Germany for Customers based in the European Union; and
 - (v) in Seattle, America for Customers based in North-America.
- (b) SpinifexIT will obtain the consent of the Customer before processing Customer Data in a jurisdiction other than as permitted in clause 9.3(a).

9.4 Usage analytics

The Customer acknowledges and agrees that SpinifexIT may develop, modify, improve, support, customise and operate its Products and Services based on the Customer's use, as applicable, of any Products and Services.

10. Security and privacy

10.1 Information security program

- (a) SpinifexIT is ISO 27001 certified. SpinifexIT warrants it will maintain the certification for each Order Term.
- (b) SpinifexIT will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Services and Customer Data in accordance with ISO 27001 and as described in the Documentation.

10.2 Data Protection Laws

- (a) Subject to this clause 10, to the extent a party receives any personal information in connection with this Agreement, that party warrants it will (and will ensure its subcontractors) comply with the requirements of all applicable Data Protection Laws in respect of that personal information.
- (b) In relation to all Customer Data, the Customer is responsible for complying with (including giving any notifications, obtaining any consents, and making any disclosures required under) all Data Protection Laws as necessary for SpinifexIT to lawfully receive the Customer Data for the purpose of processing that Customer Data in accordance with this Agreement.
- (c) Each party agrees that if any action is required by that party to comply with any Data Protection Laws in respect of personal information in connection with this Agreement (including in connection with any transfer or processing of personal information), then it will notify the other party of such compliance obligation and enter into any applicable agreement as necessary for the parties to be and remain in compliance with Data Protection Laws, whether now existing or hereafter entered into or adopted.
- (d) All Easy Suite solutions operate strictly within the customer's existing SAP Authorization framework, such that a user's access to employee records, organizational data, and specific data is governed entirely by the authorizations already assigned to that user within SAP, including structural authorizations

10.3 Use of Personal Information

To the extent a party processes personal information on behalf of the other party in connection with this Agreement (each, a "**Service Provider**"), the Service Provider acknowledges and agrees it must not:

- (a) retain, use, or disclose that personal information for any purpose (including a commercial purpose) other than:
 - (i) the specific purposes set forth in this Agreement; or
 - (ii) as otherwise permitted by the Data Protection Policies or applicable law;
- (b) retain, use, or disclose personal information outside of the direct business relationship between the Service Provider and the other party; or
- (c) sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate that personal information for monetary or other valuable consideration.

11. Confidentiality

11.1 Protection of Confidential Information

Where a party receives or otherwise acquires Confidential Information of the other party, subject to clause 11.2, it must:

- (a) not directly or indirectly disclose or communicate that Confidential Information to any other person without the other party's prior written approval;
- (b) take all reasonable steps to keep such Confidential Information confidential and secure;
- (c) only use such Confidential Information to perform its obligations under this Agreement; and
- (d) not memorise, modify, reverse engineer or make copies, notes or records of such Confidential Information for any purpose other than (and to the extent required) for the performance of its obligations under this Agreement.

11.2 Exceptions

The obligations of confidentiality under clause 11.1 do not apply to any use or disclosure:

- (a) that is required to be made by any applicable law; or
- (b) to a party's legal and other professional advisor, where such advisor is bound by an obligation of confidentiality.
- (c) SpinifexIT recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor

11.3 Public statements

Nothing in this clause 10.3 prevents a party from publicly disclosing the fact that SpinifexIT is providing Products and/or Services (as relevant) to, or on behalf of, the Customer to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

12. Intellectual property

12.1 Ownership

- (a) Subject to clause 12.1(b), all rights, title and interest (including Intellectual Property Rights) in and to the Products, Services, Deliverables, Documentation, Activation Files, and all modifications, extensions, customisations, scripts or other derivative works of the foregoing) and anything developed or delivered by or on behalf of SpinifexIT under this Agreement are owned exclusively by SpinifexIT or its licensors, unless otherwise stated in the Order Form. Any rights in the Products, Services or SpinifexIT's Intellectual Property Rights not expressly granted herein by SpinifexIT are reserved by SpinifexIT.
- (b) The Customer will retain all rights, title and interest (including Intellectual Property Rights) in and to its Background Materials which are submitted by, or on behalf of, the Customer to SpinifexIT.

12.2 Licence

- (a) During each Order Term, the Customer grants SpinifexIT a royalty-free, worldwide licence to use the Customer's Background Materials which are submitted by, or on behalf of, the Customer to SpinifexIT for the performance of this Agreement or any Order Form.
- (b) The Customer grants SpinifexIT a royalty-free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Products and Services (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by the Customer or any Users related to the operation or functionality of the Products and Services.

12.3 Further assurance

The Customer agrees to take such steps as are reasonably required by SpinifexIT in order to give effect to clause 12.1 and 12.2, including executing and perfecting any assignment to SpinifexIT of any Intellectual Property Rights falling within clause 12.1.

12.4 Trade mark

During the term of this Agreement and any Order Term, the Customer grants SpinifexIT a non-exclusive, royalty-free, worldwide licence to use the Customer's name in connection with any public statement made by SpinifexIT under clause 11.3.

13. Insurance

13.1 Obligation to take out insurance

During the Order Term, SpinifexIT must take out and maintain with reputable insurers the Insurance Policies and such other insurance policies as required by law in the jurisdiction specified in clause 18.6.

13.2 Certificate

By notice in writing to SpinifexIT, the Customer may request a copy of SpinifexIT's certificate(s) of insurance for its Insurance Policies.

14. Termination

14.1 Termination for breach

- (a) When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SpinifexIT shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

14.2 Reserved

14.3 Termination consequences

- (a) Except where otherwise noted in a termination notice under clause 14.1, the terms of this Agreement continue to apply to each Order Form after termination of this Agreement until such time as that Order Form is completed, expired, or terminated.
- (b) Upon termination or expiry of this Agreement or an Order Form:
 - (i) all proper invoices issued by SpinifexIT under this Agreement or that Order Form (as applicable) will become immediately due and payable;
 - (ii) the licences and associated rights to the Products and Services under this Agreement or the relevant Order Form (as applicable) will immediately terminate;
 - (iii) the Customer must immediately destroy (including by running software provided by SpinifexIT to do so and providing evidence of such destruction as required by SpinifexIT) all copies of the Software and related Documentation, provided that:
 - (A) where the Customer notifies SpinifexIT within five Business Days of the date of termination or expiry that it wants to export or download the Customer Data; and
 - (B) where the Customer notifies SpinifexIT of the time period it needs to export or download the Customer Data (which cannot exceed 30 days); and
 - (C) the Customer requires a copy of the Software and/or Documentation to export or download the Customer Data; and
 - (D) the Customer agrees to compensate SpinifexIT at the relevant Fee for the continued use of the Software and/or Documentation,the Customer may retain the Software and/or Documentation for the nominated period solely to export or download the Customer Data, after which the Customer must comply with this clause. The Customer is liable to SpinifexIT for applicable Fees in respect of its nominated period;
 - (iv) except as otherwise agreed under clause 14.3(b)(iii) or in the applicable Order Form, SpinifexIT will permanently delete the Customer Data; and
 - (v) this clause 14.3 and clauses 1, 4.6(b), 8, 9, 10, 11, 12.1, 12.2(b), 12.3, 15, 17 and 18 will survive and continue to apply.
- (c) Except where an Order Form is terminated by the Customer under clause 14.1, upon termination of an Order Form, all Fees for the remainder of the Order Term will become immediately due and payable.

15. Warranties

15.1 Mutual warranties

Each party warrants to the other party that it has the authority to enter into this Agreement.

15.2 Customer warranties

The Customer warrants that the Products and Services are not intended to be primarily relied upon in or in connection with any environment where a defect, error, failure, use or non-use of the Product or Service or any part thereof could directly or indirectly contribute to or result in any personal injury (including but not limited to death) or loss or damage to third party property or the environment.

15.3 SpinifexIT warranties

SpinifexIT warrants that:

- (a) it, or its licensors, are the sole owner(s) of the Intellectual Property Rights in the Products and Services;
- (b) to the best of SpinifexIT's knowledge, the Products and Services do not and will not contain any malware, spyware, or destructive or disabling code that would permit any third party to have unauthorised access to Customer's networks and systems;
- (c) the Products and Services, as delivered to the Customer, will substantially conform to the relevant Documentation and Order Form during the Order Term;
- (d) the functionality and security of the Cloud Services will not be materially decreased during the Order Term; and
- (e) the Professional Services and Support Services will be performed in a competent and workmanlike manner consistent with generally accepted industry standards.

15.4 Remedies

To the extent permitted by law, Customer's sole and exclusive remedy and SpinifexIT's sole liability under or in connection with the warranties in clauses 15.3(b) to 15.3(e) (inclusive) will be a replacement of the Product or redelivery of the Service, or if that is not commercially reasonable, the termination of the applicable Order Form (in whole or in part) and a refund of any pre-paid Fees for the unused portion of the Product or Service (calculated at the date of termination).

15.5 Disclaimer of warranties

Except as expressly set out in this Agreement:

- (a) the Products and Services are provided on an "as is" basis and SpinifexIT does not warrant that the Products and Services will be uninterrupted, error-free, secure or without delay or free from defects, harmful components, viruses or malware, meet the Customer's requirements or expectations, or be fit for a particular purpose; and
- (b) to the maximum extent permitted by law, SpinifexIT disclaims all implied warranties or conditions in relation to this Agreement and any Order Form, including warranties or conditions of merchantability and fitness for a particular purpose and any issues in connection with any Third Party Application or services provided by a third party in connection with any Third Party Application.

16. Limitation of liability

16.1 Maximum liability

To the extent permitted by law:

- (a) a party's total aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) will not exceed the total Fees paid to SpinifexIT in respect of the Product or Service giving rise to the Claim in the 12 months prior to the event giving rise to the Claim; and
- (b) SpinifexIT excludes all liability under this Agreement incurred in respect of any Third-Party Applications or services provided by a third party.

16.2 Consequential loss

To the extent permitted by law, neither party is liable for:

- (a) any loss (direct or indirect) of profit, revenue, anticipated profits or savings, or goodwill;
- (b) any loss of or corruption of data;
- (c) any loss or damage to credit rating or increased financing costs; or
- (d) any indirect or consequential losses, regardless of whether they were contemplated by either of the parties when this Agreement or Order Form was entered into.

16.3 Exclusion from limitation

Nothing in this Agreement excludes or limits liability to the other party for:

- (a) death, personal injury or damage to property resulting from negligence;
- (b) an obligation to pay the Fees;
- (c) fraud or fraudulent misrepresentation;
- (d) the deliberate default or wilful misconduct of it or its employees, agents or contractors;

- (e) the indemnities provided under clause 17; or
- (f) any non-excludable statutory liability.

17. Indemnities

17.1 SpinifexIT indemnification obligation

Subject to clause 17.3, SpinifexIT indemnifies the Customer from any Claims brought against the Customer by a third party that any Product or Service, as provided by SpinifexIT to the Customer under this Agreement or the Order Form infringes such third party's Intellectual Property Rights where such Claim is:

- (a) admitted by SpinifexIT; or
- (b) confirmed in a court of competent jurisdiction, except to the extent that the Claim results from:
 - (c) modifications to the Product or Service made by a party other than SpinifexIT;
 - (d) the combination of the Product or Service with other products, processes or technologies (where the infringement would have been avoided but for such combination); or
 - (e) the Customer's use of the Product or Service other than in accordance with the Documentation, this Agreement and the Order Form.

17.2 Reserved

- (a) .

17.3 Indemnity requirements

A party will have no liability for any Claim where the party seeking indemnity under this clause 17 fails to give the indemnifying party:

- (a) prompt written notice of any Claim for which it intends to seek indemnity;
- (b) all cooperation and assistance reasonably requested by the indemnifying party in the defence of the Claim; and
- (c) sole control over the defence and settlement of the Claim, provided that the indemnified party may participate in the defence of the Claim at its sole expense.

18. General

18.1 Subcontractors

The Customer agrees that SpinifexIT may use subcontractors in the performance of this Agreement or an Order Form, in which case SpinifexIT will be liable for the acts and inactions of the subcontractor.

18.2 Entire agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Software and the Services.

18.3 Notices

- (a) All notices under this Agreement must be in writing and must be sent to the address of the recipient set out in the Order Form or such other address as the recipient may designate by written notice.
- (b) Any notice may be delivered by hand, prepaid post or email.
- (c) Any notice given in accordance with clause 18.3(b) is taken to be given and made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (domestic) or seven Business Days after the date of posting (international); and
 - (iii) in the case of an email, when the sender receives an email acknowledgement from the recipient's information system showing the notice has been delivered,

provided that where a notice is given after 5pm on a Business Day, it is deemed to have been given at 9am on the next Business Day.

18.4 Assignment

The Customer must not assign, whether in whole or part, the benefit of this Agreement or any rights or obligations under this Agreement, without the prior written consent of SpinifexIT (such consent not to be unreasonably withheld).

18.5 Force majeure

In accordance with GSAR Clause 52.212-4(f), If a Force Majeure Event gives rise to a failure or delay in a party performing any obligation under this Agreement (other than a payment obligation), that obligation will be suspended for the duration of the Force Majeure Event, provided that the party whose performance of its obligations is affected by a Force Majeure Event:

- (a) promptly notifies the other party in writing;
- (b) informs the other party of the period for which it is estimated that such failure or delay will continue; and
- (c) takes reasonable steps to mitigate the effects of the Force Majeure Event.

18.6 Governing law

This Agreement is governed by and construed in accordance with the Federal laws for United States.

18.7 Waiver

No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement will prejudice or restrict the rights of that party, nor will any waiver of those rights operate as a waiver of any subsequent breach.

18.8 Variation

No variation of this Agreement will be effective unless in writing and signed by both parties.

18.9 Severability

Should any part of this Agreement or an Order Form be or become invalid, that part will be severed from that document and such invalidity will not affect the validity of the remaining provisions of it.

18.10 Reserved

(i)

18.11 Counterparts

This Agreement and any Order Form may be executed in any number of counterparts, and all counterparts taken together constitute one instrument.

19. Jurisdictional clauses

19.1 Australian Customers

- (a) This clause 19.1 applies to the extent the Customer is based, or operating, in Australia.
- (b) Nothing in this Agreement is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law (as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**ACL**), or the exercise of a right conferred by such a provision, or any liability of SpinifexIT in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.
- (c) If SpinifexIT is liable to the Customer in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, SpinifexIT's total liability to the Customer for that failure is limited to, at SpinifexIT's option:
 - (i) in the case of goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and
 - (ii) in the case of services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

Schedule 1 Modern Slavery

1. Definition

In this clause, '**Modern Slavery**' has the same meaning as it has in the *Modern Slavery Act 2018 (Cth)*.

2. Risks of Modern Slavery

- (a) SpinifexIT agrees to take reasonable steps to identify, assess and address the risks of Modern Slavery practices in its operations and supply chains used in the provision of the Products and Services.
- (b) If at any time SpinifexIT becomes aware of Modern Slavery practices in its operations and supply chains used in the performance of the Products and Services, SpinifexIT must as soon as reasonably practicable:
 - (i) take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains; and
 - (ii) notify the Customer of those Modern Slavery practices and the steps it is taking to address those practices.

Schedule 2 Anti-bribery

1. Definitions

In this Schedule:

- (a) **Anti-Bribery Law** means any law relating to anti-bribery and/or anti-corruption applicable to a party including (to the extent relevant) the *Criminal Code Act 1995* (Cth), the United States *Foreign Corrupt Practices Act 1977* and the United Kingdom *Bribery Act 2010*;
 - (b) **Anti-Money Laundering Law** means any law relating to anti-money laundering and/or counter-terrorism applicable to a party, including (to the extent relevant) the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);
 - (c) **Government Agency** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local; and
 - (d) **Government Official** means anyone working in an official capacity for any Government Agency.
-

2. Anti-bribery

Each party warrants that to the best of its knowledge and belief that at all material times:

- (a) it has not engaged in any activity, practice or conduct that would constitute a contravention of any Anti-Bribery Laws;
- (b) it has conducted itself in compliance with the Anti-Bribery Laws and has instituted and maintained policies, procedures, systems and controls designed to promote and achieve compliance with the Anti-Bribery Laws;
- (c) it has not bribed or offered to bribe another person or entity (including any Government Official) for the purposes of:
 - (i) influencing that person or obtaining or retaining business or an advantage;
 - (ii) influencing any act or decision of a Government Official in their official capacity;
 - (iii) inducing that person to do or omit to do any act in violation of their lawful duty;

and adequate procedures were in place that were designed to prevent its personnel from engaging in any such conduct; and

- (d) it is not, nor has it been, the subject of any investigation, enquiry or enforcement proceedings by any Government Agency regarding any breach or alleged breach under any of the Anti-Bribery Laws and:
 - (i) no such investigation, enquiry or proceeding is pending or has been threatened; and
 - (ii) there are no known circumstances likely to give rise to any such investigation, enquiry or proceeding.
-

3. Anti-money laundering

Each party warrants to the best of its knowledge and belief that at all material times:

- (a) it has not engaged in any activity, practice or conduct that would constitute a contravention of any of the Anti-Money Laundering Laws;
 - (b) it is not, nor has it been, the subject of any investigation, enquiry or enforcement proceedings by any Government Agency regarding any contravention or alleged contravention under any Anti-Money Laundering Law;
 - (c) it is not aware of any investigation, enquiry or proceeding that is pending or is threatened, nor any circumstances likely to give rise to any such investigation, enquiry or proceeding; and
 - (d) it has conducted itself in compliance with the Anti-Money Laundering Laws and has instituted and maintain policies, procedures, systems and controls designed to promote and achieve compliance with the Anti-Money Laundering Laws.
-

4. Personnel

Each party warrants that it performs appropriate due diligence on its personnel to ensure compliance with its obligations under this Schedule.

PROVIDER:

SPINIFEXIT NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

SUBSCRIPTION SOFTWARE ORDER FORM**Easy Reporter for SuccessFactors****1. SUBSCRIPTION TERM AND FEES**

This offering is for an annual SUBSCRIPTION with a 5 year agreement

SPIN_ER SpinifexIT Easy Reporter - Solution to build real-time payroll, compliance, and operational reports, interfaces and integrations during the project and carried forward for BAU use of integrations and reports built during project.(Block of 1 User; Minimum 500 Blocks; Per Year)

Year 1	Year 2	Year 3	Year 4	Year 5
\$275,000.00	\$275,000.00	\$550,000.00	\$550,000.00	\$550,000.00

Total Employees:

Pricing for any additional employees (per block of 500x\$2.97 per employee per year): \$1,485 per year.

2. Professional Services:

Implementation, Configuration & Training

3. **Scheduled Delivery/Start Date:** October 1, 2026

4. **Shipping/Delivery Instructions:** Via email links to SpinifexIT Software Transports

5. **Invoicing & Payment:** NET60

6. Functional Spec sheet



Easy_Reporter_2024
R1__Detailed_Functional

Additional Terms and Conditions

Service Delivery & Recording

- **Remote Work** All training and professional services are conducted remotely. Onsite engagements may be arranged but will require a separate agreement and additional terms.
- **Recording** For the customer's internal use and future reference, all virtual training sessions may be recorded.
- **Invoices:** Provided monthly based on actual work and training sessions delivered during that month

Training Capacity

To ensure high-quality interaction, we observe the following participant limits:

- **Standard Sessions:** Limited to 8 participants.
- **Initial Session:** Limited to 12 participants.
- **Exceeding Limits:** If you require additional attendees, we can discuss custom quality-maintenance strategies or schedule supplementary classes.

Pricing & Billing

- **Virtual Classroom Training:** Charged at a flat rate of \$1,000 per session. This covers 4 hours of total effort (3 hours of live instruction plus 1 hour for preparation, Q&A, and administration).
- **On-Demand Support:** Additional training or consulting is available via a Change Order or new Statement of Work (SOW) at a rate of \$250 per hour.

Report Building Assistance

SpinifexIT provides expert report creation to help your team maintain momentum while building their own internal capacity.

The Process

1. **Requirement Gathering** You provide a list of desired reports with simple specifications.
2. **Complexity Estimation:** We evaluate the technical requirements for each report.
3. **Fixed Quote:** We provide a fixed-price proposal for the entire group of reports.

Estimating Your Costs

While actual costs depend on the specific mix of report complexity, we use the following averages for budgeting purposes based on a large, mixed set of reports:

Average Effort: 4 hours per report (from spec to finished product).

Average Cost: \$1,000 per report (e.g., a bundle of 25 reports is typically estimated at \$25,000).

ACCEPTED AND AGREED TO BY:

PROVIDER:

SPINIFEXIT NORTH AMERICA, INC.

CUSTOMER:

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

END USER LICENSE AGREEMENT

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is based on a subscription-based license and is not sold. Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and Licensee receives no title to or ownership of any copy or of the Software itself. Furthermore, Licensee receives no rights to the Software other than those specifically granted below. Without limiting the generality of the foregoing, Licensee shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

1 License

1.1 Pursuant to this license, the Licensee acquires a subscription based non-transferrable, irrevocable, non-exclusive right to:

(a) use the Spinifex IT Software;

(b) use the Software strictly in accordance with the provisions of this subscription license. (c) The

Licensee is not entitled to use the software without payment of the subscription license fee.

(d) The License fee is based on Software Licensing Metrics which are referenced in the Order form associated with this EULA Agreement.

2 Documentation

2.1 This license extends to any enclosed or related documentation (the "documentation"). 3

Licensee's Obligations

3.1 The Licensee hereby undertakes the following obligations:

(a) to not copy, reproduce, translate, adapt, vary or modify the Software without the express consent of SpinifexIT, except as expressly authorized by this agreement;

(b) to supervise and control the use of the Software in accordance with the terms of this license;

(c) to ensure its employees, sub-contractors and other agents who have authorized access to the Software are made aware of the terms of this license;

(d) to not provide or otherwise make available the Software in any form to any person other than those referred to on the Order Form without the prior written consent of SpinifexIT

(e) to not use the Software for or in connection with a service bureau operation; and

3.2 No provision of this license will be interpreted as attempting to exclude or limit, or having the effect of excluding or limiting, the operation of subsection 47B(3) or section 47C, 47D, 47E, or 47F, of the *Copyright Act 1968 (Cth)*. Any provision which is inconsistent with any such subsection or section will be read down or otherwise deemed to be varied to the extent necessary to preserve the operation of such subsection, section or sections.



END USER LICENSE AGREEMENT

3.3 Licensee hereby grants Spinifex IT a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) Licensee communicates to Spinifex IT during the Term, without compensation, without any obligation to report on such use, and without any other restriction. Spinifex IT's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. Feedback will not be considered Licensee's Confidential Information. ("Feedback" refers to any suggestion or idea for modifying any of Spinifex IT's products or services, including without limitation all intellectual property rights in any such suggestion or idea.) Spinifex IT acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

4 Warranty

4.1 The Licensee acknowledges that the Software cannot be guaranteed error free and further acknowledges that the existence of any such errors shall not constitute a breach of this license.

4.2 Notwithstanding clause 4.1, SpinifexIT warrants that the Software will in all material respects perform in accordance with the documentation.

4.3 In the event any statute implies terms into this agreement which cannot be lawfully excluded, such terms will apply to this agreement, save that the liability of SpinifexIT for breach of any such implied term will be limited, at the option of SpinifexIT, to any one or more of the following:

(a) the replacement of goods to which the breach relates or the supply of equivalent goods; (b)

the repair of such goods;

(c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (d)

the payment of having the goods repaired.

5 Limitation of Liability

5.1 SpinifexIT's liability under or in connection with this license, however arising (including, without limitation, for breach of this license, for negligence or other tort, or concerning the use or inclusion of any document, material, idea, data or other information in the Software), will in no circumstances exceed in the aggregate amount recovered by Spinifex IT under any valid and collectible public liability insurance carried at the time.

5.2 SpinifexIT will not be liable for any indirect or consequential damages (including, without limitation, damages for loss of contracts, anticipated savings, business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of a breach of this license or arising out of the supply of defective Software. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law

5.3 The Licensee acknowledges that it has exercised its independent judgment in acquiring the Software and has not relied on any representation made by the Distributor/ Reselling Licensor or SpinifexIT which has not been stated expressly in this agreement or upon any descriptions or illustrations or specifications contained in any document including catalogs or publicity material produced by SpinifexIT.



END USER LICENSE AGREEMENT

5.4 The Licensee acknowledges that the Software or any part thereof is not intended to be primarily relied upon in or in connection with any safety-related environment. The Licensee further acknowledges that it has sole responsibility for and warrants and represents to SpinifexIT that it has and shall maintain at all times sufficient safety precautions, safeguards and protections independent of the Software. For the purposes of this clause, "safety related environment" means any circumstance where a defect, error, failure, use or non-use of whatever kind of the Software or any part thereof could directly or indirectly contribute to or result in any personal injury (including but not limited to death) or loss or damage to third party property or the environment.

6 Copyright

6.1 The Software consists of proprietary products which are and will remain the exclusive property of SpinifexIT. The Licensee acknowledges that the Software and documentation are the subject of copyright. The Licensee shall not during or at any time after the expiry or termination of the license permit any act which infringes that copyright, and without limiting the foregoing, the Licensee specifically acknowledges that it may not copy the Software except as otherwise expressly authorized by this agreement.

6.2 Reserved.

6.3 Spinifex shall indemnify Licensee fully against all liabilities, costs and expenses which Licensee may incur to a third party as a result of a claim that the Software infringes any third-party intellectual property right.

7 Term of license and Termination

7.1 This subscription license commences upon the effective date of the subscription and is granted access to use the software, but may be terminated for cause in accordance with the Disputes Clause (Contract Disputes Act) in the following circumstances:

- (a) if the Licensee is in breach of any term of this agreement;
- (b) if the Licensee, being a corporation, becomes the subject of insolvency proceedings; (c) if the Licensee, being a firm or partnership, is dissolved; or
- (d) if the Licensee destroys the Software and documentation for any reason.

7.2 Termination pursuant to this clause shall not affect any rights or remedies which SpinifexIT may have otherwise under this license or at law.

7.3 Term. This Agreement will remain in effect for the period stipulated as the minimum Term (specified on the order form) from the Effective Date (the "Term").

7.4 Effects of Termination. Upon termination of this Agreement, Licensee shall cease all use of the Software and its Documentation and delete and remove it from the installed system. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Licensee to pay fees incurred before termination; (b) Articles and Sections 1 (Licensees Obligations), 4 (Warranty Disclaimers), and 5 (Limitation of Liability) 10 (Software Audit); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.



END USER LICENSE AGREEMENT

8 Assignment

8.1 The benefit of this agreement shall not be dealt with in any way by the Licensee (whether by assignment, sub-licensing or otherwise) without SpinifexIT's prior written consent.

9 Waiver

9.1 Failure or neglect by either party to enforce at any time any of the provisions of the agreement shall not be construed or deemed to be a waiver of that party's rights under this license.

10 Software Audit.

10.1 During the Term of this Agreement and at any time during the 6 months thereafter, subject to government security requirements, Spinifex IT may audit Licensee use of Licensed Software via the Partner/Reseller. Licensee shall cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of Licensed Software. Such audit shall not unreasonably interfere with Licensee business activities. If Spinifex IT discovers unauthorized use, reproduction, distribution, or other exploitation of Licensed Software, in excess of the licensing metrics on which fees that would have applied to authorized exploitation Spinifex IT may levy fees in arrears for make good on License exploitation. Spinifex IT may not conduct an audit more than twice per year.

11 Governing Law

11.1 This license is governed by the Federal laws of the United States.

11.2 General

11.3 The Licensee will not export or re-export directly or indirectly the Software, technology or technical data obtained under this license without first obtaining all necessary export and re-export licenses. The Licensee assumes responsibility for complying with relevant laws and regulations, and for obtaining required export and import authorizations. The Software must not be used for military purposes nor can it be used in any nuclear or missile proliferation activity, or in the design of chemical or biological weapons, nor resold and/or exported to any entity involved in such activity.

11.4 This license constitutes the entire agreement between the parties, and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

SUBSCRIPTION SOFTWARE ORDER FORM

The SUBSCRIPTION SOFTWARE ORDER shall be incorporated herein by reference to and governed by the terms of the SPINIFEXIT END USER LICENSE AGREEMENT AND DMAX PURCHASE ORDER AND ADDITIONAL TERMS FOR NON-TECHNICAL SERVICES by and between SPINIFEXIT NORTH AMERICA, INC. and DMAX LTD. (the "AGREEMENT"). Unless expressly provided for in this Order Form in the event of a conflict between the provisions contained in the AGREEMENT and those contained in this Order Form, the provisions in the AGREEMENT shall prevail.

1. Description of SOFTWARE SUBSCRIPTION:

Detail SpinifexIT Software Solutions to be licensed:

2. SUBSCRIPTION TERM AND FEES

3. Professional Services:

Implementation, Configuration & Training

See SOW

4. Scheduled Delivery/Start Date:

5. Shipping/Delivery Instructions: Via email links to SpinifexIT Software Transports

6. Invoicing & Payment:

ACCEPTED AND AGREED TO BY:

PROVIDER:
SPINIFEXIT NORTH AMERICA, INC.

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____