END USER LICENSE AGREEMENT: SÖZE ANALYTICS PLATFORM

NOT FOR EDITING

THIS AGREEMENT GOVERNS THE USE OF THE SÖZE ANALYTICS PLATFORM.

This is a legal agreement between you (referred herein as **Customer** or **you**) and Akkodis Australia Consulting Pty Ltd ABN 25 076 517 354 of Level 12/108, St Georges Terrace, Perth WA 6000 (**Akkodis**).

1   Definitions

In this Agreement these terms have the following meanings:

Agreement	This document, including its schedules and annexures.
Agreement Term	The term of this Agreement specified in the relevant Reseller Contract or **item 3** of **schedule 2**, as may be extended by the Customer under **clauses 1.2 or 1.3**.
Akkodis Products	Means software (including the Licensed Software), services and other Akkodis branded offerings made available by Akkodis.
Business Day	Means in respect of the location at which a right or obligation is to be performed pursuant to this Agreement:

(a)   for locations within Australia, a day not being a Saturday, Sunday or, bank or public holiday in that location, or if no such location is specified or reasonably ascertainable, in Perth, Western Australia and

(b)   for locations outside of Australia, a day which is a business day as recognised by the relevant governmental authority in that jurisdiction.

Business Hour	8:00am – 6:00pm on Business Days.
Claim	Demand, claim, action or proceeding.
Confidential Information	All information disclosed by or on behalf of Akkodis or the Customer (**Discloser**) to the other party (**Recipient**) in connection with this Agreement or created using that information, which is confidential in nature and designated as confidential, or which a reasonable person receiving the information would realise is sensitive or confidential, and all information to the extent it is derived from that information. Confidential Information does not include any information which:

	(a) is or becomes public, except through breach of a confidentiality obligation;
	(b) the Recipient can demonstrate was already in its possession or was independently developed by the Recipient; or
	(c) the Recipient receives from another person on a non-confidential basis, except through breach of a confidentiality obligation.
Discloser	Has the meaning given in the definition of Confidential Information.
Effective Date	The earliest of:
	(a) the date specified in **schedule 2** of this Agreement (if applicable) or a relevant Statement of Work;
	(b) your acceptance of the Agreement; and
	(c) when you first receive access to a Akkodis Product.
Feedback	Comments, questions, ideas, suggestions or other feedback relating to the Akkodis Products.
Fees	The amounts payable by the Customer under this Agreement for the Licensed Software and Services, as specified in the relevant Reseller Contract, the schedule(s) or Statement of Work.
Force Majeure	Any of the following events provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party by reasonable diligence or reasonable precautions:
	(a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, tsunami, explosion or fire;
	(b) strikes or other industrial action, other than strikes or other industrial action of some or all of Akkodis' Personnel; and
	(c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic.
Governing Law	The law this Agreement is governed by and is to be construed in accordance with as set out in **clause 18.7** as modified by **clause 18.9** where applicable.
Insolvency Event	The occurrence of any event of insolvency including a winding up application being made and not withdrawn within 21 days, a failure to comply with a statutory demand, the appointment of a provisional liquidator or administrator, the entering into of an arrangement with creditors, a voluntary winding up other than for the purpose of a bona fide corporate reconstruction, any inability to pay debts as and when they fall due, any admission of insolvency, any court

order relating to any of the above or anything which occurs under the law of any jurisdiction which has a similar effect to any of the above.

Intellectual Property Rights	Includes all copyright, trade mark, design, patents, semiconductor or circuit layout rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after the Effective Date.
IP Claim	Has the meaning given in **clause 11(a)(i)**.
Licensed Software	The software to be licensed by Akkodis to the Customer, as specified in **schedule 1** or relevant Statement of Work.
License Period	The period during which you are entitled by Akkodis to use, receive access or consume a Akkodis Product pursuant to the relevant Reseller Contract, **schedule 2** or a Statement of Work.
Material	Includes any data, or anything that is the subject matter of Intellectual Property Rights, including without limitation reports, specifications, requirements, user manuals, user guides, operations manuals, training materials and instructions.
Moral Rights	The right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth) Australia, and rights of a similar nature anywhere in the world, whether existing before or after the Effective Date.
New Releases	Software provided primarily to provide an extension, alteration, improvement or additional functionality to the Licensed Software, but does not include any software that is generally licensed by Akkodis to its customers as a different product.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Personnel	A party's officers, directors, employees, agents and subcontractors.
Privacy Legislation	Means:

    (a)   where the Governing Law is the State of Victoria, Australia, the *Privacy Act 1988* (Cth) Australia; and

    (b)   any legislation which affects privacy or Personal Information, to the extent that such legislation applies to Akkodis or the Customer in the location of the Governing Law.

Recipient	Has the meaning given in the definition of Confidential Information.
Related Party	An entity that is a parent, subsidiary, fellow subsidiary, associate, or joint venture of the relevant party, and includes an entity controlled, jointly controlled, or significantly influenced or managed by an entity who is a related party.
Reseller	The third party authorised by Akkodis to promote and resell the Licensed Software.
Reseller Contract	The contract between the Customer and Reseller substantially in the form of **schedule 2** as applicable where the Customer purchases the Licensed Software through a Reseller.
Services	The services to be provided to the Customer by Akkodis, as case may be, under this Agreement or relevant Statement of Work.
Standard Terms	**Clauses 1** to **18**.
Statement of Work	A statement of work formed between Akkodis and the Customer under **clause 5** and substantially in the form of as proposed by Akkodis.
Territory	The territory specified in the relevant Reseller Contract, **schedule 2** or relevant Statement of Work.
Third Party Components	Any third party software incorporated into the Licensed Software, as described in **schedule 1** or relevant Statement of Work.
Third Party License Terms	The License terms that apply to the relevant Third Party Components, as described in **schedule 1** or relevant Statement of Work.
Updates	A version of the software produced to enhance performance or overcome defects in the Licensed Software.

1.1 Agreement Term

This Agreement commences on the Effective Date and continues for the Agreement Term unless terminated earlier in accordance with this its terms. Any Services that you order must be consumed during the Agreement Term and any unused Services will expire at the end of the Agreement Term.

1.2 Renewals: Purchases from Akkodis

This clause 1.2 applies if you purchased a Akkodis Product directly from Akkodis.

(a) If the Customer wishes to extend the Agreement Term, Customer may give written notice to Akkodis at least 90 days (**Extension Request**) prior to the expiry of the then Agreement Term for an extension period

(b) Within 30 days upon receipt of the Extension Request, Akkodis must propose the Fees applicable to the extended License Period.

(c) Within 30 days of receiving the revised License Fees and Support Fees as per **clause 1.3 (c)**, the Customer may provide Akkodis with a written notice stating whether it wishes to:

  (i) accept the revised Fees in which case the Agreement Term will be extended as per the Extension Request; or

  (ii) reject the revised Fees in which case the Agreement and any License Period be terminated at the end of the current Agreement Term.

1.3 Renewals: Purchases through a Reseller

This clause 1.3 applies if you purchased a Akkodis Product through a Reseller.

(a) If the Customer wishes to extend the Agreement Term, Customer may give written notice to the Reseller at least 90 days (**Extension Request**) prior to the expiry of the then Agreement Term for an extension period.

(b) Within 30 days upon receipt of the Extension Request, the Reseller must propose the License Fees and Support Fees applicable to the extended License Period.

(c) Within 30 days of receiving the revised Fees as per **clause 2(c)**, the Customer may provide the Reseller with a written notice stating whether it wishes to:

  (i) accept the revised Fees in which case the Agreement Term will be extended as per the Extension Request; or

  (ii) reject the revised Fees in which case the Agreement and any License Period will be terminated at the end of the current Agreement Term.

2 Licensed Software

2.1 License

(a) Subject to the remainder of this **clause 2**, Akkodis grants (or will procure) the Customer a non-exclusive, non-transferable License to use the Licensed Software and any related Material in the Territory during the License Period for its own internal purposes and otherwise in accordance with the terms of this Agreement.

(b) The Customer must comply with any additional License conditions and restrictions on use of the Licensed Software specified in **schedule 1** or relevant Statement of Work.

2.2 License restrictions

The Customer must not:

(a) use the Licensed Software for any purpose other than for the purpose of an investigation the Customer is authorised to conduct under law;

(b) input into the Licensed Software or use the Licensed Software to analyse any Material or source information that has not been legally obtained by the Customer under law;

(c) copy, modify, enhance or adapt the Licensed Software without Akkodis' prior written consent, except that the Customer may make a reasonable

number of copies of the Licensed Software for backup, disaster recovery and archival purposes and for its own operational use;

(d)   reverse engineer or decompile the Licensed Software, unless otherwise permitted by law;

(e)   grant sub-Licenses of any of its rights under this Agreement or permit third parties to use, modify, enhance or adapt the Licensed Software;

(f)   use the Licensed Software to provide any form of bureau service or for similar activities; or

(g)   exploit the Licensed Software other than as permitted under this Agreement.

2.3   No transfer of ownership

(a)   The Customer acknowledges that it has no right, title or interest in the Licensed Software except as set out in this Agreement.

(b)   All Intellectual Property Rights in:

(i)   the Licensed Software remain vested in Akkodis; and

(ii)   any adaptation, translation or derivative of the Licensed Software vests in, or is transferred or assigned to Akkodis immediately on creation.

2.4   Delivery

Akkodis will make available the Licensed Software to the Customer by scripted installation instructions provided to the Customer's representative.

3   Implementation Services

3.1   Implementation Services

Akkodis will provide the Implementation Services in relation to the Licensed Software as set out in **item 3** of **schedule 1** or relevant Statement of Work (if any), or otherwise in a timely manner.

3.2   Testing following implementation

(a)   If and as specified in **item 3** of **schedule 1** or relevant Statement of Work, the parties will conduct testing of the Licensed Software which has been implemented by provision of the Implementation Services.

(b)   If, after testing under **clause 3.2(a)**, the testing demonstrates that the Licensed Software as implemented fails to meet the stated relevant requirements, then the Customer must notify Akkodis of the failure. The Customer may then require Akkodis to modify the implementation so that the Licensed Software meets the stated relevant requirements, in which case the Customer may further review or conduct further testing under this **clause 3.2**.

(c)   Unless otherwise specified in **item 3** of **schedule 1** or relevant Statement of Work, the Licensed Software as implemented will be deemed accepted by the Customer 5 Business Days following completion of the implementation unless the Customer notifies Akkodis of any defect or issue with the Licensed Software as implemented.

4 Training Services

Akkodis will provide training services as specified in the relevant Statement of Work (if any) and by the dates set out in the Statement of Work, or otherwise in a timely manner.

5 Statement of Work

(a) If the Customer wishes to purchase any additional Licensed Software and/or Services from Akkodis during the Agreement Term:

  (i) the Customer will notify Akkodis of its requirements for the supply of the additional Licensed Software and/or Services; and

  (ii) Akkodis will promptly submit its proposal to the Customer after receipt of the Customer's request. The proposal must state the scope of Services performed by Akkodis.

(b) The cost of any additional Licensed Software and/or Services will be calculated at Akkodis' then current commercial rates.

(c) If the proposal is accepted by the Customer (including any negotiated modifications):

  (i) both parties must sign a Statement of Work for the additional Licensed Software and/or Services; and

  (ii) the additional Licensed Software and/or Services will be provided as set out in the Statement of Work.

(d) Each Statement of Work forms part of and is subject to the terms and conditions of this Agreement and may be supplemented by additional professional services terms as determined by Akkodis.

6 Compliance with laws

Each party must comply with all applicable laws (whether in Australia or any other jurisdiction), including Privacy Legislation in performing its obligations or exercising its rights under this Agreement.

7 Purchasing through Resellers

(a) This Agreement applies whether Customer purchases a Akkodis Product directly from Akkodis or through Resellers. If Customer purchases through a Reseller, the Akkodis Product license details shall be as stated in the Reseller Contract and the Reseller is responsible for the accuracy of such contract.

(b) Resellers are not authorised to make any promises or commitments on Akkodis' behalf, and Customer understands and agrees that Akkodis is not bound by any obligations to Customer other than as specified in this Agreement.

(c) **Clauses 8 and 9** below will be of no effect where Customer purchases a Akkodis Product through a Reseller as payment and taxes will be addressed in the Reseller Contract.

8 Fees and payment

This clause does not apply to you if you purchased a Akkodis Product through a Reseller. The payment terms applicable to Akkodis Products purchased through a Reseller are included in your Reseller Contract.

8.1 Fees and invoicing

(a) Akkodis will electronically invoice the Customer for the Fees as set out in the relevant schedule(s) or Statement of Work.

(b) Fees for any Licensed Software or Support Services will be invoiced annually in advance unless otherwise specified.

(c) Fees for any Implementation, development or training Services will be invoiced monthly in arrears unless otherwise specified.

8.2 Payment

The Customer must pay all invoices within 30 days of the date of the invoice by electronic funds transfer to the bank account nominated by Akkodis.

9 GST

This clause does not apply you if you purchased a Akkodis Product through a Reseller.

9.1 Construction

In this **clause 9**:

(a) unless there is a contrary indication, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

(b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and

(c) references to GST payable and input tax credit entitlements include:

(i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and

(ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

9.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this Agreement is exclusive of GST (**GST-exclusive consideration**).

9.3 Payment of GST

If GST is payable on any supply made by:

(a) a party; or

(b)   an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts, (**Supplier**)

under or in connection with this Agreement, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

9.4   Timing of GST payment

The amount referred to in **clause 9.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

9.5   Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 9.3**.

9.6   Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this Agreement, any amount that is payable under **clause 9.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

9.7   Reimbursements

(a)   Where a party is required under or in connection with this Agreement to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.

(b)   This **clause 9.7** does not limit the application of **clause 9.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 9.7(a)**.

9.8   Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this Agreement is to be calculated by reference to:

(a)   any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and

(b)   any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

10   Warranties

10.1   Akkodis' warranties

Akkodis represents and warrants to the Customer that:

(a)   all Licensed Software will comply in all material respects with the specifications set out in this Agreement;

(b)   the provision of the Licensed Software and Services, and their use by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any third party.

11   Indemnity

(a)   Subject to the remainder of this **clause 11**, Akkodis will:

    (i)   defend the Customer against any Claim brought by a third party alleging that the provision of the Licensed Software and/or Services, and their use by the Customer in accordance with this Agreement, infringes the Intellectual Property Rights of that third party (**IP Claim**); and

    (ii)   indemnify the Customer in respect of all amounts finally awarded or settled against the Customer directly in relation to such IP Claim.

(b)   If any IP Claim is brought against the Customer, the Customer must:

    (i)   notify Akkodis as soon as practicable of the IP Claim;

    (ii)   give Akkodis the option to conduct the defence of the IP Claim, including negotiations for settlement;

    (iii)   provide Akkodis with reasonable assistance in conducting the defence of the IP Claim;

    (iv)   not make any admissions in relation to the IP Claim without Akkodis' prior written consent; and

    (v)   use reasonable endeavours to mitigate any damages the Customer suffers as a result of the IP Claim.

(c)   Akkodis is not liable under **clause 11(a)** if the IP Claim arises from:

    (i)   use, modification or alteration of the Licensed Software and/or Services (as applicable) in breach of this Agreement without the prior written consent of Akkodis;

    (ii)   any Intellectual Property Rights including Moral Rights, material or thing provided by any person other than Akkodis or its Personnel;

    (iii)   Akkodis following any design, instruction or specification provided to Akkodis in respect of the Licensed Software and/or Services (as applicable) by or on behalf of the Customer under this Agreement;

    (iv)   the continued use of the Licensed Software and/or Services (as applicable) after Akkodis has provided the Customer a new software version, patch or correction, or replacement part or other correction that would have overcome the infringement; or

    (v)   a failure by the Customer to comply with **clause 11(b)** to the extent that such failure prejudices Akkodis' ability to defend any IP Claim or causes the Customer to suffer any additional damages.

(d)   Where an IP Claim is brought against the Customer, Akkodis may at its expense and option either:

    (i)   procure the right for the Customer to continue using the relevant Licensed Software and/or Services;

    (ii)   replace the relevant Licensed Software and/or Services with a non-infringing equivalent, provided that such replacement does not

materially adversely affect the features, performance or functionality of the relevant Licensed Software and/or Services; or

(iii) modify the relevant Licensed Software and/or Services to make them non-infringing.

12 Liability

12.1 Implied warranties

To the maximum extent permitted by law, all guarantees, warranties, representations or other terms and conditions relating to this Agreement or its subject matter not contained in this Agreement, are excluded from this Agreement.

12.2 Consequential loss

Neither party will be liable for any indirect or consequential damages, loss of profits, loss of opportunity, loss of revenue, loss of goodwill, loss of anticipated savings or loss of data.

12.3 Capped liability

(a) Subject to the remainder of this **clause 12**, Akkodis' maximum aggregate liability for all Claims under or relating to this Agreement or its subject matter in respect of each calendar year is limited to the Fees paid by the Customer under this Agreement in respect of that calendar year

(b) Akkodis' maximum aggregate liability in **clause 12.3(a)** applies to the maximum extent permitted by law and regardless of the basis on which such liability arises, whether in contract, tort (including negligence), equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis.

(c) Neither party will be liable to the other whether in contract, tort (including negligence) or otherwise in connection with this Agreement, for loss or damage to the extent that the other party (or the other party's Personnel) contributed to the loss or damage.

13 Confidentiality

(a) Each party as Recipient must:

(i) keep confidential all Confidential Information of the Discloser;

(ii) not use the Confidential Information except for the purposes of this Agreement; and

(iii) not disclose the Confidential Information except:

(A) to its Personnel on a need to know basis for the purpose of performing its obligations under this Agreement;

(B) with the Discloser's consent;

(C) to the extent required by law or rules of a relevant stock exchange;

(D) to its professional advisors; or

(E) to any auditor appointed under this Agreement.

(b)   Where the Recipient discloses the Confidential Information to a third party as permitted under this Agreement, the Recipient must inform the third party of the confidential nature of the Confidential Information, and will be responsible for all use and disclosure of the Confidential Information by such third parties.

(c)   If either party requests, the other must obtain from its Personnel or any relevant third party a signed confidentiality deed in a form reasonably acceptable to the requesting party.

(d)   If requested by a party, on termination or expiry of this Agreement, the other party must promptly return or destroy (at the requesting party's option) all Confidential Information and Personal Information of the requesting party and will confirm to the requesting party when this has been done.

(e)   Each party may retain a copy of any Confidential Information of the other party to the extent required by law, or for its reasonable internal credit, risk, insurance, legal and professional responsibilities.

(f)   From time to time, Customer may choose to submit Feedback in relation to the Licensed Software. Akkodis may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on Intellectual Property Rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Akkodis' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

14   Term and Termination

14.1   Termination for cause

A party (**Non-Defaulting Party**) may terminate this Agreement in whole or in part immediately on written notice if the other party (**Defaulting Party**):

(a)   breaches this Agreement and the breach cannot be remedied;

(b)   breaches this Agreement and the breach can be remedied but the Defaulting Party fails to do so with 15 Business Days (or such longer period stated in the notice in writing) of the Non-Defaulting Party issuing a notice of the breach to the Defaulting Party; or

(c)   suffers an Insolvency Event, to the extent such termination is permitted by law.

14.2   Termination for convenience

(a)   Customer may terminate its License subscription at any time by providing 30 Business Days written notice to Akkodis and the Reseller as applicable.

(b)   If such termination occurs during a then current License Period, this Agreement will continue to be effective until the later of the end of that License Period or the completion of any Services.

(c)   Such termination does not relieve the Customer of the obligation to pay any outstanding License Fees owned to Akkodis for the remainder of the License Period and no credits or refunds will be issued to Customer for any prepaid subscription Fees.

14.3 Consequences of termination

(a) Upon termination of this Agreement for any reason:

    (i) the Customer must pay the unpaid portion of any applicable Fees provided up to the effective date of termination;

    (ii) the Customer must repay any discount offered for a multi-year license where termination occurs prior to the end of the full term of the multi-year license unless Akkodis is the Defaulting Party; and

    (iii) any license granted under this Agreement immediately terminates, and the Customer must cease using the Licensed Software.

(b) Termination of this Agreement will not affect the accrued rights and remedies of the parties prior to termination.

(c) **Clauses 2.3**, **11**, **12**, **13**, **14**, **14.2**, **16** and **18.7** survive termination or expiry of this Agreement.

15 Force Majeure

(a) A party will not be liable for any delay in or for any failure to perform its obligations under this Agreement to the extent that it is able to demonstrate that such delay or failure has been caused by a Force Majeure Event.

(b) A party prevented from performing any of its obligations under this Agreement by a Force Majeure Event, must:

    (i) notify the other party, as soon as is reasonably practicable that it is affected by the Force Majeure Event; and

    (ii) make all reasonable efforts to minimise the effects of the Force Majeure Event.

(c) If the affected party is prevented from performing its obligations under this Agreement for 30 days or such other period agreed in writing, then the other party may terminate this Agreement by notice in writing to the affected party.

16 Audit

16.1 Record keeping

(a) The Customer must maintain adequate records to:

    (i) demonstrate its compliance with this Agreement (including, if applicable, the usage of the Licensed Software in compliance with this Agreement); and

    (ii) enable Akkodis to verify the accuracy of the Fees charged in accordance with this Agreement and applicable Customer Order Form.

(b) The records referred to in **clause 16.1(a)** must be maintained for a period of seven years from end of the financial year in which such records were created.

16.2 Audit rights

(a) During the Agreement Term or for a period of 3 years thereafter, the Customer must permit Akkodis and the Reseller (or a third party

nominated auditor) access, on reasonable notice and during Business Hours on Business Days, to the Customer's Personnel, records and supporting documentation, for the purpose of performing an audit to verify the Customer's compliance with this Agreement (including, if applicable, the usage of the Licensed Software in compliance with this Agreement and applicable Customer Order Form).

(b)   If requested by the Customer, Akkodis will ensure that any such third party auditor enters into a confidentiality deed with the Customer on terms substantially similar to those set out in **clause 13**.

16.3   Costs of the audit

Each party will bear their own costs of participating in any such audit, except where the audit reveals any breach of this Agreement by the Customer that is not immaterial, in which case the Customer will bear Akkodis' reasonable costs of participating in any such audit (including the fees of any third party auditor).

17   Assignment and subcontracting

17.1   Assignment by Akkodis

Akkodis may novate, assign or transfer any of its rights and obligations under this Agreement to a Related Party on written notice to the Customer and to the extent necessary, the Customer hereby consents to such novation, assignment or transfer.

17.2   Assignment by the Customer

The Customer may not novate, assign or transfer any of its rights or obligations under this Agreement without Akkodis' prior written consent (which must not be unreasonably withheld).

17.3   Subcontracting by Akkodis

(a)   Akkodis may subcontract the whole or any part of its obligations under this Agreement to a Related Party on written notice to the Customer and to the extent necessary, the Customer hereby consents to such subcontracting.

(b)   To the extent that Akkodis subcontracts any of its obligations under this Agreement to a third party, Akkodis will remain liable to the Customer for each act and omission of that third party in connection with the performance of such obligations as if it were an act or omission of Akkodis.

18   General

18.1   Legal costs

Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

18.2   Amendment

(a)   This Agreement may only be varied or replaced by a document executed by the parties.

(b)   We may update or modify this Agreement from time to time, including any referenced policies and other documents. If this Agreement is

amended, the modified version of the Agreement will be effective from the start of the next subscription year.

18.3 Waiver and exercise of rights

(a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

(b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

18.4 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

18.5 Consents

Except as expressly stated otherwise in this Agreement, a party may conditionally or unconditionally give or withhold any consent to be given under this Agreement and is not obliged to give its reasons for doing so.

18.6 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

18.7 Governing law

The laws of the State of Victoria, Australia.

18.8 Jurisdiction

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the location of the Governing Law and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

18.9 Country-unique terms

For licenses granted in the locations specified below, the choice of Governing Law set out at **clause 18.7** is replaced as follows:

Location	Governing Law
Canada	The laws of the Province of Ontario
United Arab Emirates; Saudi Arabia; Qatar; Oman; Kuwait; Bahrain	The laws of England and Wales
United Kingdom	
United States	The laws of the State of New York, United States

18.10 Counterparts

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one Agreement.

18.11 Entire understanding

(a) This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement.

(b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. No party is liable to any other party in respect of those matters.

(c) No oral explanation or information provided by any party to another:

    (i) affects the meaning or interpretation of this Agreement; or

    (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

18.12 Relationship of parties

This Agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

18.13 Construction

Unless expressed to the contrary, in this Agreement:

(a) words in the singular include the plural and vice versa;

(b) any gender includes the other genders;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) 'includes' means includes without limitation;

(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;

(f) a reference to:

    (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;

    (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

    (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

    (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

    (v) a right includes a benefit, remedy, discretion or power;

    (vi) time is to local time in Perth;

    (vii) '$' or 'dollars' is a reference to Australian currency;

    (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;

(ix)   writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;

(x)   this Agreement includes all schedules and annexures to it; and

(xi)   a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Agreement;

(g)   if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and

(h)   where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

18.14   Hierarchy

In the event of inconsistency between:

(a)   these Standard Terms;

(b)   the Schedules;

(c)   any final Statement of Work; and

(d)   any document otherwise expressly incorporated by reference into this Agreement,

the document listed first in this **clause 18.14** will prevail to the extent of the inconsistency.

Schedule 1 - Licensed Software and Support Services

1 Description of Licensed Software

Söze is a digital investigation platform. Söze uses data analytics and machine learning, leveraging Microsoft's Azure cognitive services, to create insights for investigators based on an efficient analysis of large, complex data sets.

The Söze platform has a base functionality that provides the following capabilities:

- Analysis of the communications data between people;
- Mapping of relationships between people and devices;
- Chronologically plotting events on a timeline;
- Identification of a person in an image or video based on their face;
- Translation of documents;
- Plotting of geospatial information;
- Voice to text translation;
- Picture to text, where words appear on a picture; and
- Multiple user environment, shared tagging

2 Additional License conditions and restrictions

2.1 Third Party Components

As the Licensed Software incorporates Third Party Components:

(a) the License granted to the Licensed Software under this Agreement applies to the Third Party Components, subject to any Third Party License Terms (set out below);

(b) the Customer must comply with the Third Party License Terms in respect of its use of the Third Party Components; and

(c) the Customer may only use the Third Party Components as part of the Licensed Software, and may not use the Third Party Components independently from the rest of the Licensed Software.

Third party License terms for each of the Third Party Components are located in the *Söze License* section at the following website:

https://www.Akkodis.com/en-au/expertise/what-we-do/solutions/soze/

2.2 Microsoft Azure

The Customer acknowledges and agrees that:

(a) the License granted to the Licensed Software under this Agreement does not include any License or rights to use Microsoft Azure;

(b) it is the Customer's responsibility to obtain and maintain the necessary License and rights to use Microsoft Azure;

(c) Akkodis provides no warranties or representations as to the functionality or operation of Microsoft Azure; and

(d) the Licensed Software may be unable to function or perform in accordance with this Agreement if the Customer fails to obtain or maintain the necessary License and rights to use Microsoft Azure.

3   Implementation Services

(Refer to clause 3 of the Agreement.)

3.1   Description of Implementation Services

The Implementation Services set out below are to be provided by Akkodis and included within the License Fee:

> Implementation Services: Akkodis will modify, configure, install and implement the Licensed Software on the Customer's system by the dates to be agreed between the parties.

Where the Customer requires additional implementation services, it may request a fee proposal from Akkodis in accordance with **clause 5** of the Agreement.

4   Support Services

4.1   Standard Support Provided by Akkodis (Level 3 and Level 4)

All Level 3 and Level 4 support escalations will be in accordance with the conditions as detailed below:

Standard Support Hours

- Standard Support Hours will be 8:00am – 6:00pm Business Days (Australian Western Standard Time - Perth, Australia)

Standard Support Hours are included in the License Fees and do not include target response times.

Support	Definition
Level 1 (supported by the Customer or Reseller)	Will be provided by the Customer or the Reseller depending on the deployment location. This will provide first point of contact for staff for all service incidents and requests. Söze application support requests typically resolved at this level include: • Can I please have access to the application? • Can I please have the link to the application? Requests unable to be resolved by Level 1 Support are escalated to the Level 2 support.
Level 2 (supported by Customer or Reseller)	Level 2 support will provide specialist support personnel to provide in-depth technical support. All service requests and incidents will be recorded, coordinated, and managed in the Customer's or Reseller's Service Management System. Söze Level 2 support activities typically include: Analysing and resolving incidents that do not require changes to the Söze code base. Where available, Level 2 support will provide work-arounds for known issues and recommendations to Söze product team, on features to increase customer satisfaction. Requests that cannot be resolved or completed will be escalated to Level 3 support.

Level 3 (performed by Akkodis)	Akkodis will provide expert product support, leveraging the product development team to implement code fixes. These code fixes will be deployed at the discretion of Akkodis. Requests that cannot be resolved or completed at Level 3 will be escalated to either Level 4 support, or, to both Akkodis and the Customer's Service Delivery Management. Söze Level 3 support activities include: Developing code fixes to ensure Söze behaves as expected.
Level 4 (performed by Akkodis)	Akkodis will assist the buyer in raising, with Microsoft Azure, requests as per the support agreement buyer has with Microsoft. Requests will only be escalated to Level 4 where Akkodis has identified that the issue does not reside within, or result from, Söze, and cannot be resolved by Level 2 or Level 3 support.

4.2   Premium Support Provided by Akkodis

Where the Customer requires premium support to meet certain target response times it may purchase an upgraded Akkodis Premium Support Package.

4.3   Updates and New Releases

(a)   Unless otherwise specified, the Support Services will include the provision of Updates and New Releases to the Customer, at the option of the Customer and at no additional Fees to the Customer.

(b)   The Customer is under no obligation to accept an Update or New Release, and a refusal by the Customer will not affect its entitlement to ongoing Support Services under this Agreement except that if the Customer decides not to use the Update or New Release, then the Customer acknowledges and agrees that:

(i)   subsequent Updates or New Releases may not operate with the Supported Software; and

(ii)   Akkodis may cease to provide Support Services for that release of the Supported Software from the date of the general release of the New Release, and thereafter Akkodis is not responsible for any defect in the Licensed Software, nor any incident, outage or failure to meet any service level, which would not have occurred had the latest version of the Supported Software been used.

4.4   Exceptions

Akkodis is not required to provide the Support Services and is not responsible for any failure to meet any agreed service levels to the extent that the defect or failure to meet the service level arises as a result of:

(a)   a failure in the functionality or operation of Microsoft Azure or the Customer's systems;

(b)   any failure of the Customer to comply with its obligations under this Agreement;

(c)   modifications to the Licensed Software that were effected or attempted by a person other than Akkodis, its Personnel or a person authorised by Akkodis; or

(d)   damage caused by use of the Licensed Software other than in accordance with this Agreement.

Where Akkodis, acting reasonably, determines that the defect or failure arises as a result of circumstances set out in this clause, then if the Customer requests Akkodis to remedy the defect or failure, Akkodis is entitled to charge the Customer for the costs and expenses (calculated at Akkodis' then current commercial rates) that arise out of or in connection with identifying and attempting to remedy that defect or failure.

Schedule 2 - Customer Order Form

This Schedule 2 only applies if you purchased a Akkodis Product directly from Akkodis.

If you purchased a Akkodis Product through a Reseller, you should refer to your Reseller Contract.

1 Customer details

Name	[insert]	
Authorised Representative	Name	[insert]
	Title	[insert]
	Email	[insert]
	Phone	[insert]
Particulars for notices	Address	[insert]
	Postal address	[insert]
	Email	[insert]
	Attention	[insert]

2 Akkodis details

Name	Akkodis Australia Consulting Pty Ltd	
ABN / ACN	ABN 25 076 517 354	
Authorised Representative	Name	[insert]
	Title	[insert]
	Email	[insert]
	Phone	[insert]
Particulars for notices	Address	Level 12/108, St Georges Terrace, Perth WA 6000
	Postal address	As above.
	Email	nationalcommercialau@Akkodis.com (cc- LegalANZ@adeccogroup.com)
	Attention	Akkodis Commercial

3 Agreement Term (clause 2)

Agreement Term:	[insert – e.g. 3 years] from the Effective Date

Extension options:	The Customer may extend the Agreement Term by [insert – e.g. 12 months] on up to [insert – e.g. 2] separate occasions in accordance with clauses 1.2 or 1.3.

4 License Period

Start of License Period:	The Effective Date as defined in the Agreement.
End of License Period:	[insert – e.g. '3 years from the start of the License Period set out above']

5 Territory

[insert the territory in which the Customer is licensed to use the Licensed Software – e.g. Australia]

6 Fees and payment

6.1 Fees

Fees are priced based on total full time equivalent enterprise head count within the Customer entity, including Customer's officers, employees and contractor personnel (**FTE Head Count**).

Fees applicable for yearly License Period (Table 1)

The following table is the Fees for the Licensed Software and Services based on a yearly License Period commitment.

License Period	License Type	Fees for the Licensed Software (Local Currency $) Ex Local Taxes	Fees for any additional the Services (Local Currency $) Ex Local Taxes
1st Year	Enterprise Wide	$ Price to be inserted	$ Price to be inserted

Fees for a [3 year] License Period (Table 2)

The following table is the Discounted Fees for the Licensed Software, upon the Customer's acceptance of a [3 year] License Period commitment.

License Period	License Type	Discounted Fees for the Licensed Software (Local Currency $)	Fees for any additional Services (Local Currency $) Ex Local Taxes

		Ex Local Taxes	
36 Months	Enterprise Wide	$ Price to be inserted	$ Price to be inserted

The Discounted Fees for a [3 year] License Period commitment are payable in accordance with the payment schedule as follows:

License Period	License Type	Fees for the Licensed Software (Local Currency $) Ex Local Taxes	Fees for any additional Services (Local Currency $) Ex Local Taxes
Year 1	Enterprise Wide	$ Price to be inserted = X% of total Fees	$ Price to be inserted = X% of total Fees
Year 2	Enterprise Wide	$ Price to be inserted = X% of total Fees	$ Price to be inserted = X% of total Fees
Year 3	Enterprise Wide	$ Price to be inserted = X% of total Fees	$ Price to be inserted = X% of total Fees

Conditions for the Fees

a. The pricing is based on an unlimited user and unlimited number of investigations model and is determined by the total FTE Head Count for the Customer entity.

b. Payment terms are 30 days of the date of invoice by electronic funds transfer to the bank account nominated by Akkodis.

c. Microsoft Azure environments are organised by the Customer and the fees for Azure shall be borne by the Customer.

d. The Fees for yearly License Period must be paid prior to the commencement of the relevant License Period.

e. Fees for the Support Services set out at Schedule 1 of this Agreement provided by Akkodis are included in the Fees for the Licensed Software. For the avoidance of doubt, other Support Services provided by Akkodis will attract Fees.

Execution of Agreement

Executed as an agreement.

Executed by **Akkodis Australia**   )
Consulting Pty Ltd by its duly   )
appointed officers:)

....
Officer

....
Officer

....
Name of Officer (print)

....
Name of Officer (print)

....
Date (print)

....
Date (print)

Executed by the **Customer**   )
)
....)
Name of Customer (print)

....
by its duly appointed officer in the
presence of:

....
Witness

....
Officer

....
Name of Witness (print)

....
Name of Officer (print)

....
Date (print)

....
Date (print)