

# SOFTWARE END USER LICENSE AGREEMENT

## NOT FOR EDITING

### THIS AGREEMENT GOVERNS THE USE OF THE LICENSED SOFTWARE PRODUCTS SPECIFIED IN YOUR ORDER FORM.

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**). If you are agreeing to this Agreement not as an individual but on behalf of your company, government, or other entity for which you are acting, then “you” means your entity and you are binding your entity to this Agreement.

By clicking on the “I agree” (or similar button or checkbox) that is presented to you at the time of your order, or by using or accessing the Licensed Software, you indicate your assent to be bound by this Agreement. If you do not agree to this Agreement, you must not use or access the Licensed Software.

## 1 Definitions

In this Agreement these terms have the following meanings:

<b>Agreement</b>	This document, including its schedules and annexures.
<b>Agreement Term</b>	The term of this Agreement specified Schedule or order document issued by Akkodis.
<b>Akkodis Products</b>	Means software (including the Licensed Software), services and other Akkodis branded offerings made available by Akkodis.
<b>Business Day</b>	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.
<b>Business Hour</b>	8:00am – 6:00pm on Business Days.
<b>Claim</b>	Demand, claim, action or proceeding.
<b>Confidential Information</b>	All information disclosed by or on behalf of Akkodis or the Customer ( <b>Discloser</b> ) to the other party ( <b>Recipient</b> ) 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.

<b>Discloser</b>	Has the meaning given in the definition of Confidential Information.
<b>Effective Date</b>	<p>The earliest of:</p> <ul style="list-style-type: none"> <li>(a) the date specified in this Agreement (if applicable) or a relevant Statement of Work or order document issued by Akkodis;</li> <li>(b) your acceptance of the Agreement; and</li> <li>(c) when you first receive access to a Akkodis Product.</li> </ul>
<b>Feedback</b>	Comments, questions, ideas, suggestions or other feedback relating to the Akkodis Products.
<b>Fees</b>	The amounts payable by the Customer under this Agreement for the Licensed Software and Services, as specified in the schedule(s) or Statement of Work.
<b>Force Majeure</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, tsunami, explosion or fire;</li> <li>(b) strikes or other industrial action, other than strikes or other industrial action of some or all of Akkodis' Personnel; and</li> <li>(c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic.</li> </ul>
<b>Governing Law</b>	The law this Agreement is governed by and is to be construed in accordance with as set out in <b>clause 15.7</b> as modified by <b>clause 15.9</b> where applicable.
<b>Insolvency Event</b>	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.

<b>Intellectual Property Rights</b>	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.
<b>IP Claim</b>	Has the meaning given in <b>clause 8(a)(i)</b> .
<b>Licensed Software</b>	The software to be licensed by Akkodis to the Customer, as specified in <b>schedule 1</b> or relevant Statement of Work.
<b>License Period</b>	The period during which you are entitled by Akkodis to use, receive access or consume a Akkodis Product pursuant to a Statement of Work.
<b>Material</b>	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.
<b>Moral Rights</b>	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 <i>Copyright Act 1968</i> (Cth) Australia, and rights of a similar nature anywhere in the world, whether existing before or after the Effective Date.
<b>New Releases</b>	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.
<b>Personal Information</b>	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.
<b>Personnel</b>	A party's officers, directors, employees, agents and subcontractors.

**Privacy Legislation Means:**

	<ul style="list-style-type: none"> <li>(a) where the Governing Law is the State of Victoria, Australia, the <i>Privacy Act 1988</i> (Cth) Australia; and</li> <li>(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.</li> </ul>
<b>Recipient</b>	Has the meaning given in the definition of Confidential Information.
<b>Related Party</b>	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.
<b>Services</b>	The services to be provided to the Customer by Akkodis, as case may be, under this Agreement or relevant Statement of Work.
<b>Standard Terms</b>	<b>Clauses 1 to 15.</b>
<b>Statement of Work</b>	An order document issued by Akkodis relating to the supply of the Licensed Software and also includes a statement of work formed between Akkodis and the Customer under <b>clause 3</b> and substantially in the form of as proposed by Akkodis.
<b>Territory</b>	The territory specified in the Statement of Work.
<b>Third Party Components</b>	Any third party software incorporated into the Licensed Software, as described in <b>schedule 1</b> or relevant Statement of Work.
<b>Third Party License Terms</b>	The License terms that apply to the relevant Third Party Components, as described in <b>schedule 1</b> or relevant Statement of Work.
<b>Updates</b>	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

- (a) If the Customer wishes to extend the Agreement Term, Customer must give written notice to Akkodis prior to the expiry of the then Agreement Term for an extension period or as described in Schedule 1.
- (b) Upon receipt of the Extension Request, Akkodis will propose the Fees applicable to the extended License Period.

- (c) Upon receiving the revised License Fees and Support Fees as per, 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.

## 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.

### 3 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.

### 4 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.

### 5 Fees and payment

#### 5.1 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 additional Services will be invoiced monthly in arrears unless otherwise specified.

#### 5.2 Payment

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

## 6 GST

### 6.1 Construction

In this **clause 6**:

- (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.

### 6.2 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**).

### 6.3 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.

### 6.4 Timing of GST payment

The amount referred to in **clause 6.3** 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.

### 6.5 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 6.3**.

### 6.6 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 6.3** 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.



## 6.7 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 6.7** does not limit the application of **clause 6.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 6.7(a)**.

## 6.8 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.

# 7 Warranties

## 7.1 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.

# 8 Indemnity

- (a) Subject to the remainder of this **clause 8**, 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 8(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 8(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.

## 9 Liability

### 9.1 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.

### 9.2 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.

### 9.3 Capped liability

- (a) Subject to the remainder of this **clause 9**, 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 9.3(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.

## 10 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.

## 11 Term and Termination

### 11.1 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.

### 11.2 Termination for convenience

- (a) Customer may terminate its License subscription at any time by providing 30 Business Days written notice to Akkodis.
- (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 owed to Akkodis for the remainder of the License Period and no credits or refunds will be issued to Customer for any prepaid subscription Fees.

### 11.3 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, 8, 9, 10, 11, 11.2, 13 and 15.7** survive termination or expiry of this Agreement.

## 12 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.

## 13 Audit

### 13.1 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 13.1(a)** must be maintained for a period of seven years from end of the financial year in which such records were created.

### 13.2 Audit rights

- (a) During the Agreement Term or for a period of 3 years thereafter, the Customer must permit Akkodis (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 10**.

### 13.3 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).

## 14 Assignment and subcontracting

### 14.1 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.

#### **14.2 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).

#### **14.3 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.

### **15 General**

#### **15.1 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.

#### **15.2 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.

#### **15.3 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.

#### **15.4 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.

#### **15.5 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.

#### **15.6 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.

### 15.7 Governing law

The laws of the State of Victoria, Australia.

### 15.8 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.

### 15.9 Country-unique terms

For licenses granted in the locations specified below, the choice of Governing Law set out at **clause 15.7** 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

### 15.10 Counterparts

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

### 15.11 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.

### 15.12 Relationship of parties

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

### 15.13 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.

#### **15.14 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 15.14** will prevail to the extent of the inconsistency.



## Execution of Agreement

*Akkodis reserves the right to require you to execute this Agreement at any time, including after the conclusion of this Agreement. Where this request is made by Akkodis, you will be required to complete your details in the fields below and promptly return this Agreement to Akkodis.*

**Executed** as an agreement.

**Executed by Akkodis 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)