LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is made by and between

Kentico software Pty Limited, with its registered office at Level 4, 83 Mount Street, North Sydney, NSW 2060, Australia, ABN 58 158 037 506 (the "**Provider**")

and

[TO BE ADDED], with its registered office in [TO BE ADDED], Company Identification Number [TO BE ADDED], registered in [TO BE ADDED] (the "**Customer**").

The Provider and the Customer are collectively referred to as the "**Parties**" or any of them individually as a "**Party**".

1.   SUBJECT MATTER OF THE AGREEMENT

1.1   The Provider hereby undertakes to provide the Customer with Xperience computer program, a digital experience platform, used for creation of websites and alteration of website content (the "**Software**") and to grant to the Customer the right to use the Software. Further, the Provider undertakes to provide the Customer with Software maintenance under the conditions hereof.

1.2   Up-to-date detailed specification of the Software and its functions, including specification of the Software editions is available online on the Provider's website, currently under the following links https://xperience.io/pricing (pricelist) and https://devnet.kentico.com/documentation (Software documentation) (together the "**Software Specification**").The Software, including its functionality, may be modified by means of hotfixes, updates or upgrades provided pursuant to the sec. 4 of this Agreement (together referred to as the "**Release**"). The Customer acknowledges that such modifications may result in a change of the Software functionality and/or the Software Specification. The Customer accepts such changes upon implementation of the respective Release.

1.3   The Software will be provided in the Software edition specified in the Schedule no 1. If the Schedule no. 1 does not contain such a specification, the Software will be provided in the Software edition agreed between the Parties at or prior to the signing of this Agreement. Under the conditions specified in the currently effective price list of the Provider available online on the Provider's website, currently under the following link https://xperience.io/pricing (the "**Price List**"), the Software edition provided hereunder may be upgraded to a higher Software edition.

1.4   The Customer hereby undertakes to pay the Provider the agreed fees and use the Software under the conditions hereof.

2.   SOFTWARE DELIVERY

2.1   After the Customer has paid the license fee for the first Subscription Period (as described in the sec. **Error! Reference source not found.** hereof), the Provider shall provide to the Customer a license serial number. The Software is delivered upon provision of the license serial number (the date of the provision of the license serial number hereinafter as the "**Delivery Date**").

2.2   Upon receipt of the license serial number, the Customer is entitled to generate the Software license key, by registering the license serial number through Provider's client portal, and to download copies of the Software from Provider's server.

3.   LICENSE

3.1   The Software, including, but not limited to, logos, graphics, trademarks, service marks, technology, whether patentable or unpatentable, copyrights, trade secrets, know-how, documentation, text, software, etc., is Provider's intellectual property which is owned by, or validly licensed to, the Provider. The Customer shall have no rights, title, or interest in or to the Software other than the right to use it in accordance with the terms of this Agreement.

3.2   The Provider grants to the Customer worldwide, non-exclusive right to use the Software (license) in the agreed Software edition commencing on the Delivery Date.

3.3   The license is time-limited to the subscription period specified in Schedule 1 (the "**Subscription Period**") and to the following Subscription Periods, for which the term of the Agreement is extended in accordance with the sec. 14.1 of this Agreement (if any); in the case the first Subscription period is not specified in the Schedule 1, the Subscription Period of twelve (12) months from the Delivery Date applies.

3.4   The Customer is entitled to use the Software in accordance with its function by making a copy of the Software for uploading and saving a website in a computer – server memory, as well as for displaying, running and transmitting on the Internet, and for the purpose of making a website accessible to the public.

3.5   The Customer may not use the Software beyond the limitations described in this Agreement, the Software Specification (for the provided Software edition) and the Schedule 1 (if any).

3.6   The Customer is entitled to permit any Affiliate to use the Software for administration of websites. For the purposes of this Agreement, "Affiliate" means any other person or entity which owns at least 50 % of the outstanding equity interests or shares of the Customer, or in which the Customer owns at least 50 % of the outstanding equity interests or shares. Any act or omission by such Affiliate shall be deemed the act or omission of the Customer for all purposes of this Agreement and the Customer shall be liable for it in the same manner as if such act or omission were the act or omission of the Customer.

3.7   In relation to the source code of the Software, the following applies:

3.7.1 The Customer is entitled to disclosure of the source code only if applicable according to the Software Specification or expressly agreed upon in writing. The source code will be disclosed only to the extent agreed upon or specified in the Software Specification. The Customer shall:

(a) use the source code for the sole purpose of modifying the Software in connection with Customer's use of the Software for its internal business purposes, and always within the limitations agreed upon or specified in the Software Specification;

(b) with due care protect the source code against misuse or disclosure to any third party. The Customer is not entitled to sell, transfer, or license the disclosed source code;

3.7.2 The Customer is not entitled to anyhow acquire or seek to acquire the source code of the Software (or any part thereof), which was not disclosed to the Customer pursuant to the sec. 3.7.1 of this Agreement.

3.8 Regardless of whether the Customer is provided with the source code of the Software or not, the Customer is not entitled to enable (by any means) use of the functionalities of the Software, use of which is disabled in the source code of the provided Software edition (i.e. the functionalities hidden in the provided Software edition).

3.9 The Customer is not entitled (and shall not permit any third party) to translate, process, alter or otherwise modify the Software, with the exception of those parts of the Software code which are disclosed to the Customer in the form of a source code, and are marked as permitted to modify by the Provider. Nevertheless, the Software is provided on a white label basis, thus the Customer may use its own logo and design in the Software.

3.10 The Customer may make a single backup copy of the Software for archival purposes. The Customer must reproduce and include Provider's copyright and other intellectual property rights notices on the backup copy of the Software. The Customer shall with due care protect such copy against misuse.

3.11 The Customer may not transfer, assign or sub-license the license granted under this Agreement, whether wholly or partially, to a third party without the prior written consent of the Provider.

3.12 The license to the Software granted under this Agreement applies to any Releases of the Software provided by the Provider to the Customer under this Agreement as well.

4. MAINTENANCE

4.1 Under the conditions of this section, the Provider shall provide the Customer with Maintenance of the Software (the "**Maintenance**"). The Maintenance consists basically of providing technical support through means of distant communication, and providing Releases, if released by the Provider (upon its sole discretion) during the term of this Agreement. The level of the Maintenance as well as the form of its provision is

specified in the Software Specification. For the avoidance of any doubt, the Parties agreed that the Provider guarantees no response times when providing the Maintenance.

4.2   The Customer shall fully cooperate with the Provider when receiving the Maintenance.

4.3   The Customer is strongly recommended to use the support services available to him within the Maintenance, especially during the Software implementation. Not using the support services may result into inappropriate implementation of the Software, in which case the results obtained from the use of the Software may not be optimal. For the avoidance of any doubt, the Parties agreed that the Customer is solely liable for the Software implementation, regardless whether the support services were used.

5.   OTHER SOFTWARE-RELATED SERVICES

5.1   The Provider offers also other Software-related services. Those include premium technical support with guaranteed response times, training and consulting, certification services, Customer Success Packages and other services according to the currently effective Price List. The other Software-related services are provided under a separate agreement and must be ordered and paid separately.

6.   BILLING

6.1   In return for the provision of the Software and license according to the terms of this Agreement, the Customer shall pay to the Provider a recurring license fee for each Subscription Period under this Agreement. The first recurring license fee shall be in the amount specified in the Price List in effect on the day when this Agreement is executed and due before the Delivery Date. Each further recurring license fee shall be in the amount specified in the Price List in effect on the 14th day before the end of the current Subscription Period and due 14 days before the end of the current Subscription Period.

6.2   The maintenance fee for the provision of the Maintenance is included in the recurring license fee as specified in the sec. 6.1 of the Agreement.

6.3   The Customer understands and acknowledges that the Price list is subject to change from time to time. Posting the changed Price List on the Provider's website specified in the sec. 1.3 of this Agreement, shall be considered sufficient notice of such change. In case the change affects fees payable by the Customer under this Agreement and the Customer does not agree with the change, he is entitled to terminate the Agreement by written notice served to the Provider within 10 days of the posting of the change on the Provider's website. In that case, the Agreement terminates at the time agreed upon by the Parties or, at the latest, 14 days after the Provider was served with the termination notice.

6.4   If in the Schedule 1, the Parties agreed on alternative pricing, such pricing prevails over the Price List. For the avoidance of any doubt, the alternative pricing applies only for the period specified in the Schedule 1.

6.5 Amounts payable to the Provider under this Agreement are payable either by:

6.5.1 Bank transfer to the bank account specified in the respective invoice;

6.5.2 Check payment;

6.5.3 Credit or debit card.

6.6 All payments to be made by the Customer to the Provider under this Agreement shall be paid free and clear of, and without any deduction or withholding for any taxes, levies, imports, duties, charges, fees and withholdings, except as required by applicable law. If any applicable law requires the deduction or withholding of any taxes, levies, duties, charges, fees and other withholdings from any such payment by the Customer then all such taxes, levies, duties, charges, fees and other withholdings shall be fully borne by the Customer and shall not be considered a part of, a deduction from or an offset against license fees to be paid by the Customer to the Provider.

6.7 In the event of Customer's default with the payment of any fees due under this Agreement, the Provider shall be entitled to interest on late payment amounting to 0.03 % of the sum owed for each commenced day of the default.

7. CONTENT, CUSTOMER'S DATA

7.1 The Customer is solely responsible for all the content it enters, uploads, or distributes in using the Software and, as between the Parties, the Customer retains all right, title, and interest to any intellectual property rights to this content.

7.2 Furthermore, as between the Parties, the Customer retains all right, title, and interest to any intellectual property rights to all data and information originating from the Customer or its contractors, to which the Provider gains access in connection with the performance of this Agreement.

7.3 The Provider is entitled to collect data related to use of the Software by the Customer for the purpose of improvement of the product and verification of compliance of the use of the Software with license terms. Such data shall contain information regarding the frequency of use of individual parts of the Software and error logs. The collected data shall not contain any particular data created by the Customer, personal data, sensitive data or data on the activities of particular users. Method of collection and a detailed specification of the collected data are contained in the Software Specification. The Provider is entitled to change the scope and method of collection of the data unilaterally. Any such change shall be noted in the Software Specification.

8. CONFIDENTIALITY

8.1 For the purpose of this Agreement, the Confidential Information means any information in any form that either Party acting as the disclosing Party discloses to the other Party acting as the receiving Party explicitly designated as confidential. The Parties agreed that the following information are always designated as Confidential information: (i) particular principles, methods and processes that the Software is

based on (including the source code of the Software) or other technical know-how of the Provider, (ii) the Software license keys and (iii) information that the Customer obtains when using the Maintenance (the "**Confidential Information**"). Confidential Information do not include any information which the receiving Party can demonstrate by evidence: (i) is part of the public domain through no fault of the receiving Party, (ii) was rightfully known to the receiving Party without obligation of confidentiality to the disclosing Party prior to the time of its disclosure, or (iii) is, subsequent to disclosure hereunder, rightfully learned from a third party not under a confidentiality obligation to the disclosing Party with respect to such Confidential Information.

8.2   Each Party shall:

8.2.1   not use any Confidential Information of the other Party for any purpose other than the performance of its rights and obligations under this Agreement;

8.2.2   disclose Confidential Information of the other Party only to such Party's personnel, contractual advisors or other persons legitimately participating in performance of this Agreement, and only on the need to know basis;

8.2.3   treat all Confidential Information of the other Party with the same degree of care as such Party accords its own Confidential Information of a similar nature, but in no case less than reasonable care.

8.3   In the case a disclosing Party's Confidential Information is required to be disclosed by the receiving Party pursuant to a duly authorized subpoena, court order, or government authority, prior to such disclosure the receiving Party shall promptly inform the disclosing Party and provide the disclosing Party with necessary assistance so that the disclosing Party may seek a protective order or other appropriate remedy to protect against or limit disclosure. Under the duly authorized subpoena, court order, or government authority, the Confidential Information may be disclosed by the receiving Party solely to the extent required. The disclosed Confidential Information shall continue to be the disclosing Party's Confidential Information for all other purposes.

9.   PUBLICITY AND MARKETING

9.1   The Provider reserves the right to reference the Customer as a client and display Customer's logo, and name on its website and other promotional materials for marketing purposes.

9.2   Any display of Customer's logo and name shall be in compliance with Customer's branding guidelines, if provided by the Customer.

9.3   In case the Customer does not agree to such use of the logo and/or name, the Provider must be notified in writing.

9.4   Except for this section of this Agreement, neither Party will use the logo, name or trademarks of the other Party or refer to the other Party in any form of publicity or press release without such Party's prior written approval.

10. PRIVACY POLICY

10.1 The Provider may process personal data of the Customer (in case he is a natural person) and personal data of persons acting on behalf of the Customer in connection with the performance of the Agreement. The Provider will process such personal data in particular for the purpose of performing the Agreement. Detailed information on how the Provider will process such personal data is provided in the Provider's Privacy Policy (available online on the Provider's website, currently under the following link: https://xperience.io/policies/privacy-policy).

10.2 The Customer is obliged to ensure that the personal data of persons acting on behalf of the Customer are delivered to the Provider in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**"), or any successor legislation to the GDPR (the "**Data Protection Legislation**") and that the respective persons are informed that their personal data are delivered to the Provider and for what purpose.

11. PERSONAL DATA PROCESSING - MAINTENANCE

11.1 If during the provision of the Maintenance the Provider gains access to personal data of the Customer or other persons controlled or processed by the Customer, in particular personal data of customers of the Customer (the "**Personal Data**"), and works with the Personal Data in such a way that it becomes its processor within the meaning of the relevant provisions of the Data Protection Legislation, the Provider undertakes to comply with this sec. 11 of this Agreement while processing the Personal Data.

11.2 The Provider shall process the Personal Data solely for the purposes of fulfilling its obligations to provide the Maintenance under the Agreement and on the documented instructions of the Customer (including with regard to possible transfer of the Personal Data to a third country or an international organization), issued in accordance with the Agreement unless the Provider is required by the laws of any member state of the European Union or by the laws of the European Union applicable to the Provider (the "**Applicable Laws**") to process the Personal Data. Where the Provider is relying on Applicable Laws as the basis for processing of the Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws, unless those Applicable Laws prohibit the Provider from doing so. The instructions to the Provider regarding the processing of the Personal Data will arise directly from the Agreement and requested Maintenance. The Provider shall notify the Customer in case, in the Provider's opinion, any of the Customer's instruction violates the Data Protection Legislation or other data protection legislation of a relevant member state of the European Union.

11.3 The Customer shall fulfil all obligations arising out of its role as a data controller according to the Data Protection Legislation, or, in the case where the Customer is a data processor, fulfil all obligations arising out of its role as a data processor and

ensure that the data controller fulfils all obligations arising out of its role as a data controller. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of the Agreement so that the Provider may lawfully use, process and transfer the Personal Data in accordance with the Agreement on the Customer's behalf.

11.4   Further, the Provider shall:

11.4.1   not disclose the Personal Data to persons other than to the Provider's personnel, contractual advisors and sub-processors who are subject to contractual or statutory obligation of confidentiality;

11.4.2   taking into account the nature of the processing, upon the Customer's written request, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

11.4.3   upon the Customer's written request, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (e.g., security, breach notifications, impact assessments) taking into account the nature of processing and the information available to the Provider;

11.4.4   notify the Customer without undue delay on becoming aware of a personal data breach;

11.4.5   maintain complete and accurate records and information to demonstrate its compliance with this sec. 11 of this Agreement;

11.4.6   upon the Customer's written request provide the Customer with all information necessary to prove the compliance with this sec. 11 of this Agreement;

11.4.7   upon the Customer's written request, enable audits, including inspections, carried out by an independent auditor authorized by the Customer and assist with these audits. The Customer needs to notify to the Provider the intention to carry out the audit and identity of the authorized auditor in advance and enable the Provider to raise objections against the identity of the authorized auditor. The audit will be carried out in time adequate to the extent of the audit and capacities of the Provider, agreed upon by the Parties. Prior to the audit, the authorized auditor shall enter into a non-disclosure agreement with the Provider or prove that it is subject to a statutory obligation of confidentiality.

11.5   Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of the Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement appropriate technical and organisational measures to ensure a level of security of the Personal Data appropriate to the risk.

11.6   In case where the Provider provides the Customer with any assistance or cooperation according to this sec. 11 of this Agreement (especially pursuant to sec. 11.4.2, 11.4.3, 11.4.6 or 11.4.7 hereof), the Customer shall pay to the Provider corresponding charges according to the Provider's price list valid at the time of the respective activity, upon Provider's request.

11.7   The Provider shall process the Personal Data for only as long as it is truly necessary to provide the Maintenance, but not longer than until the Agreement expires or is terminated. After the expiry or termination of the Agreement, any Personal Data at Provider's disposal will be stored and made available to the Customer upon written request for 30 days following the expiry or termination of the Agreement. After the 30-day period, the Personal Data will be irrecoverably deleted, unless according to the Applicable laws, the Provider is obliged to store the respective Personal Data.

11.8   The Customer consents to the Provider appointing third-party processors of Personal Data including but not limited to Microsoft Corporation (please see sec. 11.9 bellow), eventually including its subcontractors, and affiliated companies of the Provider. The Provider confirms that it has entered or will enter into written agreements with the third-party processors imposing on the third-party processors the appropriate data protection obligations under the Data Protection Legislation. In the case where the Provider appoints any third-party processor, it shall proceed in accordance with sec. 28 (2 and 4) of the GDPR. In the case where any third-party processor is seated outside the European Union, the Provider shall ensure any Personal Data will be transferred to such processor in accordance with the Data Protection Legislation, especially to provide appropriate safeguards in relation to the transfer. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this sec. 11 of this Agreement.

11.9   The Provider uses the Microsoft Corporation as a cloud computing services provider (the "**Microsoft Azure Services**"). During the provision of the Maintenance the Personal Data may be saved in the cloud service. In that case, Microsoft Corporation and eventually its subcontractors (a list of the subcontractors is currently available at the following link https://aka.ms/Online_Serv_Subcontractor_List) will participate on the Personal Data processing. The Parties agreed that, as regards the processing of Personal Data by Microsoft Corporation, the Provider is bound to the Customer by the obligations specified in this sec. 11 of this Agreement to the extent the Microsoft Corporation is bound to the Provider by the licensing terms of Microsoft Corporation, namely, but not limited to, the Online Services Terms (OST) currently available at https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx.

11.10   The Provider reserves the right to change unilaterally any third-party processor of the Personal Data or engage a new one. The Provider shall inform the Customer of any such changes in advance, thereby giving the Customer the opportunity to object to such changes. In case of a change of the cloud computing services provider, the

Provider will ensure the level of data protection under the new cloud computing services will be commensurate with Microsoft Azure Services.

12.   THIRD-PARTY SOFTWARE

12.1   The Software contains computer programs and computer graphics that are made by a third party (including open-source solutions) and are subject to third-party rights (the "**Third-Party Software**"). A list of Third-Party Software is included in the Software Specification. The Provider may amend this list at any time.

12.2   The Third-Party Software is governed by the license terms of the relevant third parties. References to the license terms are included in the list of Third-Party Software in the Software Specification. The Customer shall review these license terms prior to use of the Software. The Customer will indemnify the Provider for any loss or damage, including attorney's fees, arising from any claims against the Provider due to actions of the Customer which allegedly violate the license terms of the Third-Party Software.

12.3   The Provider represents and warrants that, to its knowledge, the Software does not violate any right to the Third-Party Software.

13.   FREE AND TRIAL EDITION

13.1   As regards the Free Edition and Trial Edition of the Software, sec. 1.1 second sentence, 1.4, 3.10, 4 and 6 of this Agreement do not apply. Further, sec. 3.9 last sentence of this Agreement does not apply to the Free Edition of the Software.

13.2   The following derogations from the terms hereof apply to the Free Edition of the Software:

13.2.1   the Software is provided free of license fees;

13.2.2   on each website (each page of the website), which is administered with the use of the Software, the following shall be displayed:

(a)   the Provider's logo "Powered by Xperience" containing a hypertext link to the Provider's website currently under the following link https://xperience.io, the size of which shall be determined by the Provider, or

(b)   text reading "Powered by Xperience" containing a hypertext link to the Provider's website currently under the following link https://xperience.io, the size of which shall be determined by the Provider;

13.2.3   the Customer shall not remove any logos or other marks of the Provider from the Software.

13.3   The following derogations from the terms hereof apply to the Trial Edition of the Software:

13.3.1   the Software is provided free of license fees;

13.3.2   the Agreement is concluded for fourteen (14) days from the Delivery Date (trial period), unless a longer trial period is agreed upon. The trial period may be extended if agreed upon by the Parties. In case the Customer wishes to use the Software after the trial period expires, he needs to enter into a new license agreement with the Provider. If such new agreement is not concluded between the parties separately in writing, the agreement is deemed to be concluded upon provision of a new license serial number to the Customer, or upon payment of the respective license fees by the Customer, whichever is the earliest, with wording similar to this Agreement.

14.   TERM OF THE AGREEMENT, SUSPENSION

14.1   The term of this Agreement ends upon the lapse of the Subscription Period. Unless either Party notifies the other Party at least 30 days prior to the expiration of the current Subscription Period that it does not want to extend the term of the Agreement, the term of the Agreement automatically extends for the subsequent Subscription Period (the subsequent Subscription Period starts from the day immediately following the last day of the previous Subscription Period and its length is equal to the length of the previous Subscription Period). The previous sentence applies accordingly to the subsequent Subscription Periods, i.e. the term of the Agreement may be extended repeatedly.

14.2   Unless (i) the Customer is provided with the Software edition Xperience Enterprise, (ii) the Customer is provided with the Software with the Subscription Period not longer than three (3) months, or (iii) the source code of the Software has been disclosed to the Customer in full, the Customer is entitled to withdraw from this Agreement without cause by written notice delivered to the Provider within thirty (30) days of the Delivery Date. In that case the Provider shall return to the Customer all the license and maintenance fees actually paid by the Customer under this Agreement (Money Back Guarantee).

14.3   Either Party may withdraw from this Agreement if the other Party is in breach of its obligation under this Agreement and fails to cure such breach within ten (10) days after written notice of the breach is delivered to such Party. If the withdrawal is due to Customer's breach of its obligation under this Agreement, the Customer shall not be entitled to any refund. If the withdrawal is due to Provider's breach of its obligation under this Agreement, the Provider shall return to the Customer a refund equal to the product obtained by multiplying the license fees actually paid by the Customer hereunder for the Subscription Period during which the withdrawal occurred, times a fraction, the numerator of which is the number of full months then remaining until the end of the Subscription Period, and the denominator of which is the total number of months in the Subscription Period.

14.4   The Provider may withdraw from this Agreement also if proceedings has been instituted by or against the Customer in bankruptcy or under insolvency laws or for

reorganization, receivership, dissolution or liquidation, or if the Customer has had an assignment for the benefit of creditors. In that case, the Customer shall not be entitled to any refund.

14.5 Upon termination of this Agreement due to any reason, the Customer's right to use the Software (license) terminates, and the Customer shall immediately cease all use of the Software and uninstall, delete and destroy all copies of the Software available to the Customer, regardless of form. The Provider reserves the right to require the Customer to provide sufficient evidence that all copies of the Software have been uninstalled, deleted and destroyed.

14.6 Sec. 8, 15, 16 and 17 of this Agreement shall survive the termination of the Agreement together with any other provision which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of the termination.

14.7 In the event of Customer's default in payment of any fee under this Agreement or if the Customer otherwise fails to comply with the terms of this Agreement, the Provider is entitled to suspend or limit the Customer's use of the Software (including suspension of the operation of a website administered with the use of the Software) and Maintenance. Any limitation of the Customer's ability to use the Software or Maintenance according to the previous sentence does not affect the Provider's right to license and maintenance fees under this Agreement in full.

15. LIABILITY

15.1 The Customer acknowledges being sufficiently acquainted with the Software and the Software Specification prior to the execution of this Agreement and fully aware of Software's functionalities. The Customer is solely responsible for determining whether the Software is fit for Customer's intended use of the Software. The Software is not suitable for use in operating environments susceptible to large-scale or serious damage.

15.2 The Customer shall use its best efforts to prevent any damage to Customer or its content, systems, documents, etc., caused due to defects of the Software (e.g., by thorough and comprehensive testing before the Software is released into common use within the Customer's business or a business of other third persons, including testing of interoperability of the Software with other computer programs or other components).

15.3 The Customer shall ensure that its network and systems comply with the relevant specifications provided by the Provider from time to time. The Provider bears no liability for the functionality of Customer's data network, public data networks, hardware and software running on it, backing up of the data, state of other programs used by the Customer or for any potential interference by third parties with other programs used by the Customer.

15.4 Except as expressly and specifically provided in this Agreement:

15.4.1 the Customer assumes sole responsibility for results obtained from the use of the Software by the Customer, and for conclusions drawn from such use. The Provider shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to the Provider by the Customer in connection with the Software, or any actions taken by the Provider at the Customer's direction;

15.4.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

15.5 The Software is provided to the Customer on an "as is" basis.

15.6 IN NO EVENT SHALL THE PROVIDER BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS), ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR MAINENANCE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY FOR DAMAGES TO THE CUSTOMER OR ANY OTHER PERSON EVER EXCEED THE AMOUNT OF USD 100 (ONE HUNDRED UNITED STATES DOLLARS) [IN CASE OF THE FREE OR TRIAL EDITION OF THE SOFTWARE USD 1 (ONE UNITED STATES DOLLAR)], REGARDLESS OF THE FORM OF THE CLAIM.

16. INDEMNIFICATION

16.1 The Provider shall defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes the intellectual property rights of a third party (a "**Claim**") and shall be responsible for any reasonable losses, damages, costs and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim.

16.2 The Customer shall promptly notify the Provider if any third party makes a Claim, or notifies an intention to make a Claim against the Customer and shall provide the Provider with reasonable assistance that the Provider may request in connection with the defence of such a Claim (e.g. access to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records). The defence of such Claim shall be conducted by the Provider with counsel selected by the Provider, provided that the Customer shall have the right to participate in such defence through separate counsel of its own choosing retained at Customer's expense. The Customer is not entitled to make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Provider.

16.3   If any Claim is made, or in the Provider's reasonable opinion is likely to be made, against the Customer, the Provider may at its sole discretion, (i) promptly procure a license for the Customer, at no cost to the Customer, to allow the Customer to continue using the Software in accordance with terms hereof, or (ii) modify the Software without diminishing its functional capabilities to make it non-infringing. If neither of the foregoing is feasible or otherwise commercially reasonable, the Provider is entitled to withdraw from this Agreement. In that case, the Customer is entitled to refund in the amount calculated in accordance with the sec. 14.3, last sentence, of this Agreement.

16.4   Notwithstanding the foregoing, the Provider shall have no obligation to the Customer with respect to any Claim (i) if the Software is being used in violation of the terms of this Agreement (unless such use is authorized by, or at the direction of, the Provider), (ii) if the Software has been modified by the Customer or any third party (unless such modification is authorized by, or at the direction of, the Provider), or (iii) if such Claim is based upon the combination, operation, or use of the Software with any other Software, product, device, or equipment that are not Third-Party Software, or use of which is not recommended by the Provider in writing for normal operation of the Software, if Customer's liability for such infringement claim would have been avoided in the absence of such modification, combination, use, or operation. Further, the Provider shall have no obligation to the Customer with respect to any Claim to the extent that the Claim arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Software terms by the Customer.

17.   JURISDICTION

17.1   The Agreement, as well as rights and obligations arising from or in connection with it, shall be governed by the laws of State of New South Wales in the Commonwealth of Australia, without regard to choice of law rules.

17.2   Each Party irrevocably agrees that the Municipal Court in Sydney shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

18.   SEVERABILITY

18.1   If any part of the Agreement is found to be invalid under any applicable statute or rule of law, then the Agreement shall remain in full force and effect. Further, when possible, a court shall give effect to the intention of the invalid provision to the fullest extent possible within the law.

19.   FULL AGREEMENT

19.1   The Agreement represents full and complete agreement of the Parties and replaces all prior agreements or understandings. For the avoidance of doubts, the Parties explicitly agreed that for the purposes of provision and use of the Software under this Agreement, no terms published on the Provider's web site are binding, unless expressly referred to in this Agreement.

20.   ASSIGNMENT

20.1   The Agreement and its rights and obligations may not be transferred, assigned, or delegated in any manner by the Customer without Provider's prior written agreement.

20.2   The Customer acknowledges and agrees that the Provider may assign or sub-contract any of its rights or obligations hereunder.

21.   CHANGES, WAIVER, NOTICES

21.1   Except as specifically provided otherwise in this Agreement, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21.2   No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21.3   All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this sec.). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid) or by e-mail to e-mail address provided by the other Party for this purpose.

22.   NO PARTNERSHIP OR AGENCY

22.1   Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23.   SCHEDULES

23.1   The following schedules form an inseparable part of this Agreement:

23.1.1   Schedule – Software edition, alternative pricing

Provider

_____
Represented by

_____
Title

_____
Signature

_____
Date

Customer

_____
Represented by

_____
Title

_____
Signature

_____
Date

Schedule 1 of the License Agreement

Software edition, alternative pricing

The Provider provides to the Customer the Software in the following Software edition and license model:

Software edition	[to be completed]
Subscription Period	[to be completed]

If the Parties agreed on alternative pricing, such pricing is set forth below, in which case the Price List shall not apply.

QTY	Item	Price / Subscription Period (AUD)
Total Price (license fee) for one Subscription Period (Subscription renewal fee):		
Number of Subscription Periods to which the alternative pricing applies (thereafter the Price List shall apply):[1]		

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[1] If not filled in, the alternative pricing applies only to the first Subscription Period.