

END USER LICENCE AGREEMENT for TalentTap.

The use of the software or software as a service product known as “**TalentTap**” (**Software**) and supplied documentation in respect of the Software (**Material**) which is owned or licensed to you by a **WEPLY PTY LTD ACN 614 124 373 (Licensor)** is governed by the licence terms and conditions set out below (“**this Agreement**”). Without limiting the ways in which you may be bound by this Agreement, by clicking “I accept the terms of this Licence Agreement” (or similar wording) or using a similar mechanism indicating your acceptance, by signing a document in which you expressly agree to be bound by this Agreement (including a Software Purchase Agreement as described below), or by otherwise installing and/or using the Software, you (the “**Client**”) will be deemed to have accepted and will be bound by the terms and conditions of this Agreement.

1 LICENCE CONDITIONS

- 1.1 Subject to the Client’s compliance with this Agreement, the Licensor grants to the Client, a non-exclusive, non-transferable, revocable licence (**Licence**) to:
- (a) access and use the Software online via a website specified from time to time by the Licensor (but only where such functionality is provided);
 - (b) use any app version of the Software which the Licensor publishes from time to time in one or more of the Apple Appstore, Google Play Store and/or Amazon App Store (each an “**Appstore**”);
 - (c) affix the Client’s branding to the Software, using functionality provided by the Licensor from time to time;
 - (d) permit the Client’s own customers (**Customers**) to interact with, and use the Software, via separate computer software provided to those Customers by the Licensor from time to time (**Customer App**). The Customer App will be provided to Customers by the Licensor on such end user licence terms as the Licensor determines from time to time. The Licensor may also terminate a Customer’s use of the Customer App at any time and for any reason in its sole discretion; and
 - (e) have the Software used by specific named individual users who hold an individual licence to use and access the Software (each an “**Authorised User**”).
- 1.2 The term of the Licence will, subject to **clause 4**, be one of the following:
- (a) limited to a specific period of time, which may or may not be capable of renewal (**Subscription Licence**); or
 - (b) limited to an evaluation term (**Evaluation Licence**). An Evaluation Licence may also be granted in relation to alpha or beta versions of the Software for the purposes of testing the Software by the Client. An Evaluation Licence will terminate at the conclusion of the applicable evaluation term and may be limited to certain functionality or have other limitations imposed by the Licensor.
- 1.3 The term of the Licence will be as specified in the Software Purchase Agreement which may include the Licence being activated by licence keys which allow the use of the Software (**Licence Keys**).
- 1.4 The Licence will be granted directly to the Client either by the Licensor, or by an authorised reseller of the Licensor (**Reseller**). This Agreement sets out the Client’s usage rights in

relation to the Software and forms a direct contractual relationship between the Client and the Licensor.

- 1.5 If you are a Reseller then you may use the Software for demonstration purposes only and for the purposes of supporting your Clients (**Partner Licence**). In this case you will, subject to the following, have the same rights and obligations as if you were a Client who has an Evaluation Licence (and a reference to the Client will include a reference to you as a Reseller). The Licensor however may impose further restrictions on your use of the Software in any separate agreement between you and the Licensor (which will take precedence over this Agreement).
- 1.6 Apart from the use permitted by **clause 1.1(d)**, the Client may not license, sublicense, sell, resell, rent, lease, deliver, transfer, assign distribute, time share, offer the Software or the Licence to any other person without the written permission of the Licensor.
- 1.7 This Agreement does not grant the Client the right to use or access the source code for the Software.
- 1.8 The Client must not directly or indirectly attempt to gain unauthorised access to the Software or its related systems or networks.
- 1.9 Unless otherwise agreed to in writing by the Licensor, the Client may only use and access the Software via the permitted uses described in **clauses 1.1(a) and 1.1(b)**. The Client must not install or use the Software in any other way.
- 1.10 An Evaluation Licence is limited to evaluating the Software to determine whether to purchase a Subscription Licence. The Client may not use the Evaluation Licence for any other purposes, including without limitation for any competitive analysis, commercial, professional, or for-profit purposes. The Licensor has the right to terminate the Evaluation Licence at any time.
- 1.11 All rights in and to the Software which are not expressly granted under this Agreement are strictly reserved by the Licensor.

2 SOFTWARE PURCHASE AGREEMENTS

- 2.1 The type of Licence (being either an Evaluation Licence or Subscription Licence) which the Client is granted will be separately agreed between the Client and the Licensor, or the Client and the Licensor's authorised reseller (as applicable) (**Software Purchase Agreement**). Without limiting the forgoing, the Software Purchase Agreement may constitute a Master Services Agreement between the Licensor and the Client, an order form pursuant to which the Client purchases the Licence, or other consulting services agreement which references this document.
- 2.2 The Software Purchase Agreement may also specify:
 - (a) any usage rights and/or usage limits in respect of the functionality of the Software (**Usage Rights**);
 - (b) the term of the Licence;
 - (c) how the Client may access and use the Software (as described in **clauses 1.1(a) and 1.1(b)**);
 - (d) whether the Licence is an Evaluation Licence or Subscription Licence;

- (e) the provision of software support by the Licensor or its Reseller;
- (f) the provision of other services by the Licensor or its Reseller (such as consulting, installation and maintenance); and
- (g) any other terms governing the Licence.

2.3 If there is any conflict between the Software Purchase Agreement entered into between the Client and Licensor, and this Agreement, then

- (a) the Software Purchase Agreement applies to the extent of the conflict; and
- (b) however **clauses 4, 7, 8, 10 and 11** will prevail over any conflicting terms in the Software Purchase Agreement.

3 ACCOUNTS AND AUTHORISED USERS

3.1 Depending on the functionality of the Software, the Client and some or all Authorised Users may be required to set up an individual user account (**Account**) to use and access the Software. The Licensor may, from time to time, amend or place restrictions on the requirements needed to create an Account.

3.2 The Client shall be responsible for each use of the Software by its Authorised Users and each act, omission or negligence of an Authorised User in relation to its use of the Software, or this Agreement, shall be an act, omission or negligence of the Client. The Client indemnifies the Licensor against any and all loss, cost, expense or damage suffered or incurred by the Licensor, as a result of any and all uses of the Software by the Authorised Users, and from any breach of this Agreement caused by an Authorised User.

3.3 If a person has entered into this Agreement in its capacity as an Authorised User of the Client then that person:

- (a) is bound by this Agreement in its capacity as an Authorised User but also binds the Client as agent of the Client;
- (b) has all the rights and obligations under this Agreement which are imposed on the Client (however it may only appoint other Authorised Users of the Software who are Authorised Users of the Client); and
- (c) is bound under this Agreement as if named as the Client.

3.4 Each Authorised User:

- (a) must keep their login details confidential and must not share their login details with any other person;
- (b) may only use the Software personally and may not authorise or sublicense any other person to use the Software on their behalf; and
- (c) may only access and use the Software from one device at any one time.

3.5 The Client agrees:

- (a) that each Account (whether the Client's or each Authorised User's) will be created using the Licensor's or applicable Reseller's online sign up process, or any other method specified by the Licensor from time to time;

- (b) to keep confidential and secure, and to ensure that each Authorised User keeps confidential and secure, any username or password used to access the Account;
- (c) to be responsible for all uses of the Client's Account by its employees or agents, and for each Authorised User's use of their Account;
- (d) that it warrants that all information provided by the Client to the Licensor in the setup of its and each Authorised User's Account is true and correct in every detail;
- (e) that the Client, and each Authorised User, will only use their Account for the purposes of using the Software in accordance with this Agreement, and for no other purpose; and
- (f) that the Client and each Authorised User will:
 - (i) only use the Software in accordance with the permitted uses and functionality described in its user manuals (or similar documentation) from time to time; and
 - (ii) not use their Account in a fraudulent or illegal manner, or email, upload or send any materials from their Account which are offensive, unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable.

3.6 Without limiting the Licensor's rights, the Client acknowledges and agrees that the Licensor may suspend usage of the Client's and/or an Authorised User's Account at any time in its sole and absolute discretion, if the Licensor considers that:

- (a) the Client or an Authorised User is in breach of this Agreement; or
- (b) doing so is required for urgent maintenance of the Software.

4 TERMINATION

4.1 This Agreement and the Client's rights under this Agreement may be terminated at any time by the Licensor:

- (a) where the Software Purchase Agreement permits such termination;
- (b) if the Client, or any of its Authorised Users, is in breach of this Agreement, the Software Purchase Agreement or a Third Party Licence (as that term is defined in **clause 11.1**) and fails to remedy the breach after receiving 14 days written notice from the Licensor or its Reseller requiring the breach be remedied; or
- (c) the Client becomes insolvent, bankrupt, is wound up, or has an administrator, liquidator or receiver appointed over it or its assets.

4.2 This Agreement and the Licence will automatically terminate:

- (a) if a Subscription Licence is purchased, then at the end of the applicable term of that licence, if the Subscription Licence is not renewed by either party; or
- (b) if an Evaluation Licence is granted, then at the end of the applicable evaluation period unless extended by agreement with the Licensor.

- 4.3 The Client acknowledges that the Licensor is under no obligation to renew a Subscription Licence, or agree to grant a renewal to the Client after request from the Client.
- 4.4 The Client may terminate this Agreement in accordance with its applicable termination rights specified in the Software Purchase Agreement.
- 4.5 Upon the termination of this Agreement:
- (a) the Client will cease using the Software and will ensure that all of its Authorised Users cease using the Software;
 - (b) the Licensor may delete all of the Client's and its Authorised User's Accounts and remotely disable the Client's and each Authorised User's access and use of the Software;
 - (c) subject to the terms of the Software Purchase Agreement, the Licensor may delete all copies of the Client's Data (as that term is defined below) stored by the Software without any notification to the Client;
 - (d) the Client will delete or destroy, or where specified by the Licensor, return to the Licensor, any Material supplied by the Licensor; and
 - (e) nothing herein shall be construed to release either party from any obligation that arose prior to the effective date of such termination.
- 4.6 **Clauses 7, 8, 10, 11 and 16** of this Agreement will survive the termination of this Agreement.

5 UPDATES AND UPGRADES

- 5.1 The Licensor may from time to time provide enhancements or improvements to the features/functionality of the Software, which may include a new version, new release, patches, bug fixes, updates, upgrades and other modifications (each an "**Upgrade**").
- 5.2 If the Licensor releases an Upgrade, and provides access and use of the Upgrade to the Client (whether pursuant to the terms of the Software Purchase Agreement or otherwise), then this Agreement will continue to apply to the Upgrade (as if the Upgrade were the "Software").
- 5.3 The Licensor reserves the right to modify, suspend or discontinue, temporarily or permanently, any functionality contained in the Software or any service to which it connects, with or without notice and without liability to the Client.
- 5.4 Upgrades may modify or delete certain features and/or functionality of the Software. The Client agrees that the Licensor has no obligation to:
- (a) provide any Upgrades; or
 - (b) continue to provide or enable any particular features and/or functionality of the Software to Clients in any Upgrade; and
 - (c) if the Client has a specific customisation of the Software produced for them, then the Licensor is under no obligation ensure that the customisation continues to function in a similar manner after the Upgrade is applied. The Licensor may require that the Client engage the Licensor under a separate Master Services Agreement or other consulting arrangement to update the customisation so that it continues to function with the Upgrade.

6 SUPPORT SERVICES

- 6.1 The Client's entitlement to software support will be as set out in the Software Purchase Agreement.
- 6.2 If the Software Purchase Agreement does not impose any specific support obligations on the Licensor, then the Client may obtain software support via the relevant support pages and FAQs on the Licensor's website for the Software.

7 LIMITATION AND IMPLIED TERMS

- 7.1 The Client acknowledges that the Licensor has made no warranties that the Software:
- (a) has any particular level of uptime or availability;
 - (b) will otherwise be accessible at all times;
 - (c) will have all functionality available at all times; or
 - (d) is otherwise error free. In particular, if the Software has been provided as part of an Evaluation Licence for testing purposes, then the Client acknowledges that the Software may only be an alpha or beta version, and may contain errors. In such circumstances, the Client accepts all risk in using any alpha or beta version of the Software.
- 7.2 The Client acknowledges that performance of the Software may be dependent on the Client's IT infrastructure and in the use of the Software the Licensor cannot guarantee any specific end-user performance.
- 7.3 If the Software assists the Client with calculating pricing information, salary or wages payable by the Client, other amounts payable or receivable by the Client, or any other financial information (**Financial Calculations**) then the Client acknowledges and agrees:
- (a) the Financial Calculations will wholly depend on the Client Data and Customer Information entered into the Software and the Licensor has no responsibility for errors or defects in the Software caused by inaccurate Client Data or Customer Information;
 - (b) the Client has full responsibility for checking the accuracy of the Financial Calculations;
 - (c) the Client agrees to perform testing on the Software, prior to its deployment to the Client's Customers or interaction with Client Customers, and at regular times thereafter, to ensure that the Financial Calculations performed by the Software remain accurate and comply with or meet all applicable laws;
 - (d) the Client, not the Software remains responsible for the Client's compliance with its obligations to third parties (including its employees, contractors and Customers) and under applicable laws; and
 - (e) the Licensor's liability or responsibility in relation to any and all Financial Calculations (including any error or failure) will be subject to the limitations in this **clause 7**.
- 7.4 The Client acknowledges that the Licensor has not made and will not make any express or implied warranties in relation to the Software or any other goods or services provided by the Licensor under this Agreement, other than those warranties expressly contained in this

Agreement. Subject to **clauses 7.8 and 7.9**, any term that would be implied into this Agreement, including without limitation any condition or warranty, is hereby excluded.

7.5 Subject to **clauses 7.8 and 7.9**, the Client agrees that the Licensor will not be liable in respect of any claim by the Client (whether contractual, tortious, statutory or otherwise) for any direct, special, incidental, indirect or consequential damages or injury including, but not limited to, economic loss, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Software or the provision of any other goods or services under this Agreement and whether as a result of any negligence, breach or default, by the Licensor.

7.6 The maximum liability of the Licensor under this Agreement for any and all breaches of this Agreement, and for any negligence in relation to this Agreement, will not exceed:

- (a) the total annual licence fees paid for the Software by the Client for the then current term of the Subscription Licence (**Subscription Price**); or
- (b) if no Subscription Price is paid, AUD \$10.

7.7 If the *Competition and Consumer Act 2010* (Cth) (or analogous legislation) applies to this Agreement and permits the limitation of liability for breach of warranty implied by statute, the liability of the Licensor is limited, at the option of the Licensor, to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again;

7.8 If the consumer guarantees under the Australian Consumer Law apply to the provision of any goods or services by the Supplier to the Client, then the Supplier provides the following notice to the extent required by the Australian Consumer Law:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- *to cancel your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

- 7.9 Any of the terms and conditions of this Agreement which limit or exclude any term, condition or warranty, express or implied, or the liability of the Licensor will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting the Client's statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by legislation.
- 7.10 If the Software Purchase Agreement limits the liability of the Supplier to a greater extent than that provided by this **clause 7**, then the greater limitation of liability provided under the Software Purchase Agreement shall apply.

8 INTELLECTUAL PROPERTY RIGHTS AND CLIENT DATA

- 8.1 The Licensor retains ownership of the Software and Material and all present and future rights in copyright, moral rights, inventions (including patents), trademarks, designs, circuit layouts (whether or not registered or registrable) (together "**Intellectual Property Rights**") which subsist in the Software and Material at all times. Apart from the Licence granted herein, all such rights are reserved by the Licensor.
- 8.2 The Client agrees that it will use the same degree of effort that it uses to protect its own proprietary information to maintain possession and confidentiality of the Software and Material, and to protect the copyrights, and all related technical information, data and materials supplied to the Client by the Licensor.
- 8.3 Subject to the Client's rights arising under the *Copyright Act 1968* (Cth), the Client will not copy, reproduce, modify, disassemble or reverse engineer the Software in any way without receiving written permission from the Licensor to do so.
- 8.4 Subject to the Licensor's Intellectual Property Rights in the Software and the Material, the Client shall retain all Intellectual Property Rights in any information or data which the Client or its Authorised Users upload to or store in the Software (**Client Data**). The Client may access the Client Data via functionality contained in the Software.
- 8.5 The Client acknowledges that Customers may also be customers of other users of the Software. Consequently the Client acknowledges that it has no exclusive rights in and to the information entered by Customers into the Customer App (or the Software via the Customer App) (**Customer Information**). All rights in and to each individual Customer's Customer Information will be retained by the Customer. However to the extent that the entire database of the Customer Information of the Client's Customers, as stored by the Software is a work the subject of copyright, then the aggregate Customer Information as a whole contained in that database will be deemed to be Client Data (but with the Client having no rights over individual records of Customer Information).
- 8.6 The Client agrees that the Licensor may use the Client Data:
- (a) as necessary to provide the Client its expected functionality from the Software; and
 - (b) for the purposes of data analysis to determine trends or insights present in the Client Data, when aggregated with or compared with the Client Data of other Clients of the Licensor (**Permitted Client Data Use**). The Licensor will however maintain the confidentiality of the Client Data at all times.
- 8.7 Apart from the Permitted Client Data Use, the Licensor will make no other use of the Client Data.
- 8.8 There is no obligation on the Licensor or its Resellers to backup Client Data other than as provided by the then current functionality of the Software or as specified in a Software

Purchase Agreement. The Client acknowledges that it must maintain its own copy of the Client Data and that the Licensor is not responsible for any loss of, or corruption to, the Client Data.

9 INFRINGEMENT INDEMNIFICATION

- 9.1 In the event of any claim, suit, or proceeding brought against the Client based on an allegation that the Software infringes upon any Intellectual Property Rights of a third party (**Infringement Claim**), the Licensor shall defend, or at its option, settle such Infringement Claim, and shall pay all costs (including attorney's fees) associated with the defence of such Infringement Claim, and all damages finally awarded or settlements undertaken by the Licensor in resolution of such Infringement Claim, provided the Client:
- (a) promptly notifies the Licensor in writing of the notification or discovery of an Infringement Claim such that the Licensor is not prejudiced by any delay in such notification;
 - (b) gives the Licensor sole control over the defence or settlement of the Infringement Claim; and
 - (c) provides reasonable assistance in the defence of the same.
- 9.2 Following notice of an Infringement Claim, or if the Licensor believes such a claim is likely, the Licensor may at its sole expense and option:
- (a) procure for the Client the right to continue to use the alleged infringing Software;
 - (b) replace or modify the Software or to make it non-infringing; or
 - (c) accept a return of the Software or provide the Client with a refund equal to the last 12 months payment in the respect of the Licence, prior to the event.
- 9.3 The Licensor assumes no liability for any Infringement Claims or allegations of infringement based on:
- (a) the Client's use of the Software in breach of this Agreement or in breach of the Software Purchase Agreement;
 - (b) the Client's use of any Software after notice that the Client should cease use of such Software due to an Infringement Claim;
 - (c) any modification of the Software by the Client or at the Client's direction; or
 - (d) the Client's combination of the Software with non-Licensor software, services, data or other content or materials if such Infringement Claim would have been avoided by the use of the Software alone.
- 9.4 This **clause 9** states the exclusive remedy with respect to any Infringement Claim.

10 EXPORT LAWS

- 10.1 The Licensor, its employees and its agents may be subject to export control laws of Australia, the United States or other jurisdictions that prohibit or restrict transactions with certain parties, and the type and level of technologies and services that may be exported (**Export Laws**). The Client agrees to comply fully with all such laws and regulations of Australia, the United States and other countries to assure that neither the Software, nor any direct products thereof are exported, directly or indirectly, in violation of Export Laws, or are used for any purpose

prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

- 10.2 The Software nor underlying information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country to which Australia or the United States has embargoed goods; or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, Non-proliferation Sanctions or General Orders, or similar lists or orders in Australia or other jurisdictions. By using the Software, the Client is agreeing to the foregoing and it is representing and warranting that it is not located in, under the control of, or a national or resident of any such country or on any such list, and that it acknowledges that it is responsible to obtain any necessary Australian or United States government authorisation to ensure compliance with such laws.

11 THIRD PARTY LICENCES AND SERVICES

- 11.1 The Software may incorporate components licensed to the Licensor by third parties, which may be subject to their own End User Licence Agreements (**Third Party Licences**).
- 11.2 The Client agrees that the use of the Software, in addition to this Agreement, will be governed by any terms and conditions specified by any Third Party Licence that applies to the Software, including but not limited to those appended to this Agreement.
- 11.3 The Client agrees to be bound by and observe all terms and conditions of any Third Party Licence and acknowledges that any breach of a Third Party Licence will entitle the Licensor to terminate the Licence and exercise its rights under **clause 4**.
- 11.4 The Software may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services, or require integration with certain third party software (**Third-Party Services**).
- 11.5 The Client acknowledges and agrees that the Licensor shall not be responsible for any Third-Party Services, including their functionality, defects, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Licensor does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.
- 11.6 Third-Party Services and links thereto are provided solely as a convenience to the Client and access and use of such Third-Party Services and/or links are entirely at the Client's own risk and subject to such third parties' terms and conditions.
- 11.7 The Licensor cannot provide warranty or support coverage for problems caused by defects or changes in Third-Party Services that the Licensor has not delivered and is unable to correct.

12 CONFIDENTIALITY

- 12.1 Each party must not, and must use its reasonable endeavours to ensure that it and its officers, employees and advisers and others to whom it discloses the terms of this Agreement, do not:
- (a) disclose any Confidential Information; or
 - (b) use any Confidential Information in any manner which may cause or be calculated to cause loss to the other party.

- 12.2 Despite anything else contained in this Agreement to the contrary, a party may make any disclosure of Confidential Information:
- (a) if it has the consent of the party disclosing such information to do so;
 - (b) if it is required to do so by law;
 - (c) if the Confidential Information has come within the public domain, other than by a breach of this **clause 12** by any party; or
 - (d) if the Confidential Information was in its possession or known by it without restriction prior to receipt from the party disclosing such information, as can be established by the party's contemporaneous records.
- 12.3 **"Confidential Information"** for the purposes of this clause means any information disclosed by either party, whether or not marked, including, without limitation, the terms of this Agreement, the Software, Materials, individual contact information provided by either party.

13 PRIVACY

- 13.1 Personal information collected by the Software and Customer App, or stored in the Software or Customer App (including Customer Information and Client Data), will be held, maintained, used or disclosed by the Licensor in accordance with Privacy Laws (which apply to the Licensor) and the Licensor's Privacy Policy in effect from time to time. A copy of the current Privacy Policy may be obtained from the Licensor's website.
- 13.2 Each party warrants and undertakes to the other party that:
- (a) the party will comply with each of its obligations arising under the *Privacy Act 1998(Cth)*, the General Protection Data Regulation of the EU, and all other laws relating to privacy which the party is bound by (**Privacy Laws**); and
 - (b) the party will not make any use of the Client Data or Customer Information in contravention of its Privacy Policy or the Privacy Laws.
- 13.3 The Client undertakes to:
- (a) inform its Customers, in a manner required by Privacy Laws that all Customer Information which is disclosed by them to the Client may be provided to the Licensor as a consequence of the Client's use of the Software; and
 - (b) the Client will obtain each Customer's express consent to such use, in a manner which complies with Privacy Laws.

14 AMENDING THIS AGREEMENT

- 14.1 Subject to the terms of the Software Purchase Agreement, the Licensor may amend any of the terms of this Agreement by providing written notice to the Client of such amendments and/or displaying such amendments or an amended copy of this Agreement to the Client during its use of the Software. Without limiting the methods by which the Client may accept such amended terms, the Client acknowledges and agrees that its, or any of its Authorised User's ongoing use of the Software, after the Client or any of its Authorised Users are made aware of any amended terms to this Agreement will constitute the Client's acceptance of such amended terms.
- 14.2 If the Client does not agree to any amendments made by the Licensor to the terms of this Agreement, then the Client must immediately cease all use of the Software. If the Client has

pre-paid any Subscription Licence at the time it ceases such use then it should contact the Licensor to determine whether it is eligible for a refund of any unused proportion of the pre-paid Subscription Licence.

15 NOTICES

A notice under this Agreement must be in writing. A notice to the Client must be sent to the Client's postal or email address. A notice to the Licensor must be sent by e-mail to support@talenttap.io

16 MISCELLANEOUS

16.1 In the interpretation of this Agreement, unless the contrary intention appears:

- (a) a reference to this Agreement means a reference to an agreement between the Licensor and the Client on the terms and conditions of this document and includes an amendment or supplement to, or replacement or novation of this Agreement;
- (b) a reference to a person includes a reference to a corporation, firm, association or other entity, and vice versa;
- (c) the singular includes the plural and vice versa;
- (d) a reference to any gender includes a reference to all other genders;
- (e) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (f) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (h) headings are inserted for convenience only and do not affect the interpretation of this Agreement.

16.2 Unless otherwise requested in writing by the Client, the Licensor may use the Client's corporate identity (if applicable) as part of promoting the Software in the market place.

16.3 This Agreement supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the parties relating to the subject matter of this Agreement.

16.4 A provision of or a right created under this Agreement may not be waived except in writing signed by the party or parties to be bound by the waiver. No single or partial exercise by any party of any right, power or remedy under this Agreement will preclude any other or further exercise of that or any other right, power or remedy. The rights, powers or remedies provided in this Agreement are cumulative with and not exclusive of any rights, powers or remedies provided independently of this Agreement.

16.5 If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect

the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.

- 16.6 The Licensor may assign, novate or otherwise transfer its rights and obligations that arise under this Agreement. The Client may not assign its rights or obligations that arise under this Agreement without the prior written consent of the Licensor (which may be withheld).
- 16.7 The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or part of it.

17 GOVERNING LAW

This Agreement will be governed by the laws of the State of Victoria, Australia and the parties consent to the exclusive personal jurisdiction and venue of the courts of the State of Victoria.