RONIN SOFTWARE: TERMS AND CONDITIONS

Effective from: 12 April 2025

By clicking on the "I agree" (or similar button or checkbox) that is presented to you, by using or accessing the Software, or by advising that you accept our Quotation, you or the entity that you represent ('you' or 'Licensee') are unconditionally consenting to be bound by, and are becoming a party to, this Agreement.

If a separate written agreement about your access to the Software already exists between you and us, the terms of that written agreement (excluding the pre-printed terms of any purchase order, confirmation or similar document, which will have no effect and will not be considered agreed to by us) will take precedence over this Agreement, and you acknowledge that you are bound by the terms of that written agreement rather than these terms.

If you do not unconditionally agree to the terms set out in this Agreement, and we have no written agreement already in place between us, do not use or access the Software and click the "cancel" button. If you wish to negotiate changes to this Agreement, please contact us at contact@ronin.cloud, however, please note that costs incurred by us in customising a software licence for you will be payable by you. They will be itemised on your first invoice.

If you continue with your acceptance of this Agreement, you are representing and warranting that you are authorised to do so. You also accept the terms and conditions of this Agreement on behalf of yourself, the entity that you represent and each user that entity grants access to the Software, Software Licence Entitlement or Improvements.

If you decide to proceed, you are entering into this Agreement with Umbrella Digital Pty Ltd ABN 65 617 798 937/ACN 617 798 937 of UG10/1 The Causeway, Kingston in the Australian Capital Territory ('Licensor', 'us', or 'we'). Other terms are defined in clause 1 below.

INTRODUCTION

A.   The Licensor has the right to deal with the Intellectual Property comprised in the Software, excluding certain Third-Party Rights.

B.   The Licensee wishes to use the Software for the Permitted Use.

C.   The Licensor grants the Licensee a licence to use the Software on the terms set out in this Agreement.

OPERATIVE PART – THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1) **Definitions**

a) "Address for Notices" means those addresses detailed at clause 18)b);

b) "Agreement" means this Software Licence Agreement;

c) "AWS" means Amazon Web Services;

d) "Commencement Date" means the date you accepted these terms and conditions, paid the first invoice from the Licensor, or accessed the Software (whichever occurs first);

e) "Confidential Information" means:

(i) all confidential, non-public, trade secret, proprietary, commercially sensitive, technical, business or financial information and know how; and

(ii) other information that a reasonable person would consider confidential or sensitive given the manner of disclosure or the nature of the information;

in any format and however stored, which is disclosed to a party ('the Recipient') by or on behalf of the other party ('the Discloser') or which is otherwise acquired directly or indirectly by the Recipient from the Discloser or any adviser engaged by the Discloser, including information and know how:

(iii) in the case of the Licensor, which is comprised in the Source Code or any Software Licence Entitlements;

(iv) comprises methodologies, techniques, drawings, outlines, algorithms, detailed designs, flowcharts, results, intermediate versions and prototypes, data, formulae and other proprietary information and know how;

(v) relates to a party's customers, business methodologies or pricing; or

(vi) is designated by the Licensor, acting reasonably, to be confidential information;

but excludes any information:

(vii) which is within public knowledge other than due to a breach of law or confidentiality;

(viii) which is received by the Recipient from a party (other than the Discloser or any employee, officer, agent or adviser of the Discloser) legally entitled to possess that information and provide it to the Recipient;

(ix) required to be disclosed by law;

(x) which has been independently created by or on behalf of a party by persons who have not had access to the Confidential Information; or

(xi) which is already in possession of the Recipient at the time of disclosure by the Discloser as shown by the Recipient's files and records immediately prior to the time of disclosure;

f) "End Customer Account" means an AWS account owned by the Licensee;

g) "Improvement" means an improvement, enhancement or modification to, or derivative of, the Software or Software Licence Entitlements created by or on behalf of the Licensee during the Term,

and includes an improvement to an Improvement;

h) "Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax;

i) "Initial Term" means the first term of Licence as detailed in the Quotation or AWS Marketplace Offer;

j) "Intellectual Property" means all patents, industrial designs, copyright, registered and unregistered trademarks and any right to apply for registration of any of the foregoing, and any other rights of a similar nature recognised anywhere in the world;

k) "Licence" means the licence set out in clause 2);

l) "Licence Fee" means the amount set out in the Quotation as amended in accordance with this Agreement;

m) "Licence Fee Payment Dates" means the dates set out in the Quotation and annually thereafter as notified by the Licensor to the Licensee by tax invoice;

n) "Licensee" means, as the context requires, the person accepting this Agreement, the entity that person represents and each user allowed to access the Software, Software Licence Entitlements or Improvements by that person or the entity that person represents;

o) "Moral Rights" means rights of attribution, authorship and integrity as defined in the Copyright Act 1968 (Cth) and includes any similar rights existing in other countries;

p) "Permitted Use" means access by Users of the Licensee of the Software, Software Licence Entitlements and Improvements to:

  (i)   run the Software on the Licensee's website and server;

  (ii)   publish the Software's output to the Licensee and third parties where required for the Licensee's business; and

  (iii)   distribute verbatim copies of the Software's output (including compiled binaries).

q) "Quotation" means the quotation provided by the Licensor to the Licensee detailing the Software and services to be provided by the Licensor, the fees the Licensor intends to charge for such Software and services and the dates such fees are payable by the Licensee;

r) "Software" means Ronin production version – Cloud orchestration engine, consumer portal and collaboration platform and includes any Upgrades provided by the Licensor during the Term;

s) "Software Licence Entitlements" means any manuals, guidelines, user guides or instructions relating to the Software made available by the Licensor (including in soft or hard copy format) and whether directly or indirectly (eg via the Licensor's website) to the Licensee;

t) "Source Code" means the text listing of commands compiled or assembled into the Software or Improvements;

u) "Term" means the term set out in the Quotation, unless terminated in accordance with this Agreement, or extended in accordance with clause 2)f);

v) "Third Party Rights" means those rights described in clause 2)b);

w) "Upgrades" means any upgrades, updates or fixes made to the Software from time to time by the Licensor; and

x) "Users" means the number of people authorised to use the Software, Software Licence Entitlements and Improvements identified on the Quotation.

2) Licence and Term

a) In consideration for payment of the Licence Fee and the Licensee's compliance with this Agreement, the Licensor hereby grants to the Licensee a revocable (but only in accordance with clause 9)), worldwide, non-exclusive, non-transferable licence, including the right to exercise the Intellectual Property in the Software, Software Licence Entitlements and Improvements solely for the Permitted Use for the Term on the terms of this Agreement. This Licence excludes the rights to sublicence the Software, Software Licence Entitlements or Improvements or resell the Software as a service. However, for the avoidance of doubt, the Licensor agrees that the Licensee may, subject to the terms and conditions of this Agreement, grant third parties authorised by the Licensee access to the Software, Software Licence Entitlements and Improvements via the Ronin portal.

b) The Licence does not extend to any Third Party Rights in the Software or which is installed for the benefit of the Licensee by Ronin and which Third Party Rights cannot be sublicensed by the Licensor. To the extent that the Licensor is unable to grant a sublicence to the Licensee in respect of Third Party Rights, the Licensee must obtain its own licence to exercise the Third Party Rights comprised in the Software and Improvements or installed by Ronin. For the purposes of the Licence, we disclose that Ronin may rely on certain open-source software and third-party libraries or be installed along-side software that is subject to their respective licences. A current and detailed list of these third-party dependencies, installed software, and their respective licences is maintained separately by Ronin and can be accessed at the following URL: https://blog.ronin.cloud/third-party-and-open-source-software-disclosures/. This list will be updated periodically to reflect any new software additions or updates. The software included in this list is provided "as-is" in accordance with their respective open-source licences, and Ronin makes no modifications or representations regarding these third-party software packages other than as stated in this Agreement.

c) The Licensor must provide the Licensee with the Software Licence Entitlements, and all other documentation and information which is reasonably necessary or desirable for the Licensee to exercise the rights granted under this Agreement, within a period of 30 days of the payment of the initial Licence Fee.

d) The Licensor may provide Upgrades to the Licensee during the Term to maintain and, where practical, improve the functionality of the Software. Such Upgrades, and any material in which the Upgrades are comprised, will be provided by the Licensor to the Licensee at no additional cost and will be deemed to form part of the Software and Software Licence Entitlements for the purposes of this Agreement

from the date on which they are received by the Licensee.

e) The Licensor may, in its' absolute discretion, block individual user accounts or IP addresses associated with hacking or misuse.

f) The Initial Term will be extended for further periods of one year commencing on each anniversary of the end of the Initial Term until the Licensee advises to the contrary in writing prior to the expiry of the Initial Term (each a Further Term). In the event of a Further Term or Further Terms, the terms of this Agreement will continue to apply to each Further Term, amended as necessary in terms of the Term and any Licence Fees.

3) Installation

a) In consideration for payment of any Installation Fee specified in the Quotation, the Licensor will install the Software on the Licensee's system to be hosted by the Licensee and operated on the Licensee's AWS End Customer Account.

4) Fees

a) Payment of Licence Fee

The Licensee will pay the Licence Fee to the Licensor on the terms detailed in the Quotation or any subsequent tax invoice and in accordance with the Licence Fee Payment Dates. All amounts payable by the Licensee under this Agreement will be paid to the Licensor without setoff or counterclaim, and without any deduction or withholding.

b) Variation of Licence Fee

(i) The Licence Fee will not be varied during the Initial Term, unless by agreement in writing between the Licensor and Licensee. After the Initial Term, and prior to the commencement of any Further Term, the Licensor may notify the Licensee of an annual increase in the Licence Fees payable for the Further Term. If no such increase is notified by the Licensor, the Licence Fees payable for the Further Term are the same as those that applied during the preceding year.

c) Suspension of Licence

Where any money payable by the Licensee remains unpaid for seven days, the Licensor, without any liability to the Licensee for any loss or damage whatsoever, may suspend the Licensee's access to the Software until such time as the Licensee has paid all monies owing in full.

d) AWS Fees

(i) The Licensee is responsible for any AWS fees and charges and any costs associated with AWS.

(ii) If the AWS account is created by the Licensor on behalf of the Licensee:

a. The Licensor will invoice the Licensee for the AWS fees and charges it incurs on the Licensee's behalf. The Licensor may invoice the Licensee more frequently for fees accrued if the Licensor suspects that the Licensee's account is fraudulent or at risk of non-payment.

b. Fees and charges for any new service or new feature of a service will be effective when AWS post updated fees and charges on the AWS Site, unless AWS expressly state otherwise in a notice.

c. The foreign exchange rate from USD to AUD for AWS resources is governed by AWS at each billing cycle as per their standard billing practices.

d. If there is an overspend, the Licensee will be invoiced for the amount including any overdue fees.

e. The Licensor may, in its absolute discretion, charge an overdue fee of 1.5% per month (or the highest rate permitted by law, if less) based on the total outstanding amount for any invoices not paid in full by their relevant due dates.

e) RONIN Cloud Credits

The Licensee may elect to purchase RONIN Cloud Credits in accordance with terms set out at https://ronin.cloud/docs/RONIN_Pre-paid_Cloud_Terms_and_Conditions.pdf.

f) Agreement customisation

The Licensee is responsible for any legal or related costs incurred by the Licensor associated with customisation of this Agreement. These costs will be itemised on the first tax invoice issued by the Licensor to the Licensee.

5) Licensee's Undertakings

The Licensee warrants that it will:

a) use the Software, Software Licence Entitlements and Improvements solely for the Permitted Use and not for any other use including, without limitation, not attempting or being involved, directly or indirectly, in any attempt to commercialise or exploit the Software, Software Licence Entitlements or Improvements for profit or other gain;

b) not reproduce, make error corrections to or otherwise modify or adapt the Software or create any derivative works based on the Software or allow or assist any third party to do so;

c) not decompile, disassemble or otherwise reverse engineer the Software;

d) not modify or remove any copyright or proprietary notices on the Software;

e) use its reasonable endeavours to:

    i) preserve the value and validity of the Intellectual Property in the Software;

    ii) prevent use of the Software in any way that could damage the reputation of the Licensor or the goodwill or other rights associated with the Software or the Licensor's Intellectual Property;

    iii) prevent any third party from using the Intellectual Property other than as set out in this Agreement;

    iv) prevent any person from linking to any page any part of the Software (including via hyperlink or RSS feeds) without the Licensor's written consent;

v) create, promote, retain, and enhance the goodwill in the Intellectual Property;

vi) during the Term and after the termination of this Agreement not to allow or facilitate the use, nor exploit the Software in a manner in any way detrimental to the Licensor and not contravene, deny or contest the Intellectual Property rights subsisting in the Software;

vii) not to allow or grant a Security Interest in this Licence to any party providing finance to the Licensee and to undertake all actions necessary to remove any Security Interest registered or claimed over the Licensee's interest in this Licence;

viii) take all steps as may be appropriate and available to the Licensee to prevent the infringement of any and all the Intellectual Property rights subsisting in the Software;

ix) in connection with the Permitted Use not give any warranty:

(i) beyond that which the Licensee is obliged in law to give; or

(ii) which has not been approved in writing by the Licensor;

x) treat as confidential the Confidential Information (except that which at the time of its disclosure to the Licensee was generally available, or subsequently became known to the public) provided always that this covenant will continue in full force and effect notwithstanding that this Agreement has terminated;

xi) be bound by AWS's Public Sector Access Policy (https://s3.amazonaws.com/Reseller-Program-Legal-Documents/AWS+Access+Poli cy.pdf) upon creation of their AWS End Customer Account, acknowledging that this RONIN Licence takes precedence to the extent of any inconsistency; and

xii) satisfy the requirements and ensure provision of the Licensee dependencies including:

(i) creation of a new AWS End Customer Account for RONIN deployment;

(ii) agreeing to AWS usage terms;

(iii) allowing full administrator access to RONIN technical team for duration of use, support, monitoring, RONIN software updates and removal of RONIN at the end of the Term;

(iv) approving extension of the AWS account soft limits to accommodate the scale of usage (request managed by Licensor); and

(v) TLD ownership and DNS name servers to be transferred to the specified AWS accounts Route53 management portal.

6) Indemnity and Release

a) The Licensee agrees to fully, effectually, and promptly indemnify the Licensor against any loss, damage or expense which the Licensor may suffer or incur in respect of:

(i) any breach by the Licensee of the provisions of this Agreement; or

(ii) any claim by any person against the Licensor arising out of or in respect of the use of the

Software, Software Licence Entitlements or Improvements by the Licensee, other than a use permitted or contemplated by this Agreement, excluding indirect and consequential loss (such as loss of reputation and loss of profit), unless such loss is caused or contributed to by the wilful or illegal act or omission or negligence of the Licensor.

b) The Licensee irrevocably releases the Licensor and waives all claims which the Licensee may have in the future against the Licensor in respect of any action claim or remedy whatsoever in any way attributable to the use of the Software, Software Licence Entitlements or Improvements by the Licensee, except if due to breach of any express warranties set out in this Agreement or the illegal act or omission or negligence of the Licensor.

7) Acknowledgments

a) To the extent permitted by law, and subject to any express warranties set out in this Agreement (including clause 8)), the Licensor excludes any warranties as to the condition of the Software, Software Licence Entitlements and Improvements and makes no warranty or representation that any of them will be suitable for the Permitted Use or the Licensee's desired use.

b) Except as expressly stated in this Agreement and to the full extent permitted by applicable law, the Software, Software Licence Entitlements and Improvements are provided "as-is". The Licensor makes no representations, warranties or conditions of any kind, express or implied, including but not limited to any representations, warranties or conditions regarding the contents or accuracy of the Software, Software Licence Entitlements and Improvements, merchantability, fitness for a particular purpose, non-infringement, the absence of latent or other defects, or the presence or absence of errors, whether or not discoverable.

8) Licensor's Warranties regarding Software

a) The Licensor warrants to the Licensee that the Software will materially meet the description of the Software and the Software Licence Entitlements will meet their description and any specifications published or provided by the Licensor in all material respects.

b) The Licensor will use its best efforts to promptly rectify any deficiency in the Software or Software Licence Entitlements which is notified to the Licensor by the Licensee.

9) Termination

a) Termination for breach

Either party may terminate this Agreement by notice in writing to the other if the other party commits any breach of any provision of this Agreement, and has failed to remedy such breach within 14 days of receipt of notice delivered to the defaulting party's Address for Notices specifying:

    (i) The exact nature of the breach committed by the defaulting party; and

  (ii) What is required by the defaulting party to remedy the breach.

b) Termination without cause

Either party may terminate this Agreement by notice in writing to the other on 60 days written notice.

c) Termination by Licensor

The Licensor may terminate this Agreement by notice in writing to the Licensee if the Licensee's initial or ongoing access to the Software, Software Licence Entitlements or Improvements contravenes any applicable law.

d) Effect   of termination

Upon termination:

  (i) the Licensee will deliver to the Licensor all Software, Improvements and Software Licence Entitlements including all hard copies, in its possession and to delete any soft copies, or the Licensor is entitled to remotely deactivate the Software, Software Licence Entitlements or Improvements and the Licensee will not take any steps to interfere with or prevent this and, further, will provide the Licensee with administrator access to the Licensee's AWS End Customer Account for such purposes;

  (ii) where the termination is as a result of the Licensor terminating the Licence due to the Licensee's breach, any instalments of the Licence Fee previously paid remain the property of the Licensor and will not be refunded and any instalment of the Licence Fee due but unpaid as at the date of the termination will be paid by the Licensee to the Licensor;

  (iii) the Licensor will delete or return, at the Licensee's election, all data and information of the Licensee; and

  (iv) the Licensor will provide reasonable assistance to hand over the billing and management responsibility of the underlying AWS account to the Licensee, allowing delivered environments to be left in place for Licensee's AWS administrators to take ownership.

10) General warranties by Licensor

The Licensor warrants to the Licensee that:

a) The Licensor has the power and authority to enter into this Agreement; and

b) other than Third Party Rights, the Software and Software Licence Entitlements when used in accordance with or as permitted by this Agreement will not infringe the Intellectual Property rights or Moral Rights of any person.

11) Licensor's Disclosures

a) The Licensor discloses that parts of the Software comprise Third Party Rights and that as at the

Commencement Date the Licensor has not breached any Third Party Rights.

b) The Licensor agrees that it will continue to comply with the Third Party Rights and will disclose to the Licensee any breach or alleged breach of the Third Party Rights which may affect the Licensee's use of the Intellectual Property.

12) Limitation of liability

Other than in respect of a party's:

a) breach of the confidentiality provisions of this Agreement including clause 5)x); or

b) infringement of a third party's Intellectual Property Rights; or

c) indemnification obligations under this Agreement including clause 6); or

d) wilful misconduct; or

e) the Licensee's failure to comply with clause 5)e)v);

neither party will be liable to the other for any consequential, special or punitive damages arising out of this Agreement. Each party's cumulative direct damages will be limited to the Licence Fee payable under this Agreement in the prior 12 month period. This clause survives the termination or expiration of this Agreement.

f) To the full extent permitted by applicable law, in no event will the Licensor be liable on any legal theory (including, without limitation, in an action for breach of contract, negligence or otherwise) for any claim, loss, damages or other liability howsoever incurred.

g) Without limiting the scope of the previous subclause, the exclusion of liability will include: loss of production or operation time, loss, damage or corruption of data or records; or loss of anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; or any special, incidental, indirect, consequential, punitive or exemplary damages, arising out of or in connection with this Agreement, access to the Software, Software Licence Entitlements and Improvements or any other dealings with the Software, Software Licence Entitlements and Improvements .

h) Applicable legislation (e.g. the Australian Consumer Law) may apply representations, warranties, or conditions, or impose obligations or liability on us that cannot be excluded, restricted or modified to the full extent set out in the express terms of this clause. To the extent that such 'consumer guarantees' continue to apply, then to the full extent permitted by the applicable legislation, our liability under the relevant 'consumer guarantee' is limited (where permitted at our option) to one of following remedies or substantially equivalent remedies:

(i) the repair or replacement of the Software, or supplying relevant services again; or

(ii) by refunding the Licence Fee paid by the Licensee.

13) Waiver or variation

a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or

right.

b) The exercise of a power or right does not preclude:

   i)   its future exercise; or

   ii)   the exercise of any other power or right.

c) The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

14) Taxes

a) Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

b) All fees payable by the Licensee are exclusive of Indirect Taxes. The Licensor may charge and the Licensee will pay applicable Indirect Taxes that the Licensor is legally obligated or authorised to collect from the Licensee. The Licensee will provide such information to the Licensee as reasonably required to determine whether the Licensor is obligated to collect Indirect Taxes from the Licensee.

c) The Licensor will not collect, and the Licensee will not pay, any Indirect Tax for which the Licensee furnishes to the Licensor a properly completed exemption certificate or a direct payment permit certificate for which the Licensor may claim an available exemption from such Indirect Tax.

d) All payments made by the Licensee to the Licensor under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, the Licensee will pay such additional amounts as are necessary so that the net amount received by the Licensor is equal to the amount then due and payable under this Agreement.

15) GST

a) For the purposes of this clause 15):

   (i)   unless otherwise stated, terms that have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (GST Act) have the same meaning as in the GST Act;

   (ii)   the term 'consideration' takes its ordinary meaning, rather than its defined meaning in the GST Act; and

   (iii)   if a supply is treated as a periodic or progressive supply under the GST Act, each periodic or progressive component of the supply will be treated as if it is a separate supply.

b) Unless otherwise stated, all consideration to be paid or provided under or in connection with this Agreement is expressed exclusive of GST.

c) If GST applies to a supply made under or in connection with this Agreement, for consideration that is

not stated to include GST, the recipient must pay to the supplier an additional amount equal to the GST payable on the supply ('GST Amount'). The GST Amount is payable at the same time that the first part of the consideration for the supply is to be provided. However, this will not apply if the GST on the supply is reverse charged and payable by the recipient.

d) Notwithstanding any other provision of this Agreement, the recipient need not pay the GST Amount until it has received from the supplier a tax invoice or adjustment note (as the case may be).

e) If an adjustment event arises in respect of a supply to which clause 15)c) applies, the GST Amount must be adjusted to reflect the adjustment event and a payment must be made by the supplier to the recipient, or by the recipient to the supplier, as the case may be.

f) If a party is entitled to be reimbursed or indemnified for a cost or expense under or in connection with this Agreement, the amount to be reimbursed must be reduced to the extent that the party (or the representative member for a GST group of which that party is a member) is entitled to an input tax credit for the cost or expense.

g) Unless otherwise stated, if an amount payable under or in connection with this Agreement is to be calculated by reference to:

    (i)   the consideration to be received for a supply; or

    (ii)   the consideration to be provided for an acquisition;

then, for the purposes of that calculation, the consideration is to be reduced to the extent that it includes any amount on account of GST (regardless of whether the amount is separately identified or included as part of the consideration).

16) Confidential Information

The terms of this Agreement and all information exchanged between the parties under this Agreement during the negotiations preceding this Agreement are confidential to them. A party will not disclose any of those terms or information, or any other Confidential Information, to any other person except:

a) to employees, legal advisers, accountants, auditors and other consultants of the party or its related bodies corporate requiring the information for the purposes of this Agreement; or

b) with the consent of the party who supplies the information; or

c) if the information is, at the date of this Agreement, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or

d) if required by law or a stock exchange; or

e) if strictly and necessarily required in connection with legal proceedings relating to this Agreement; or

f) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

17) Assignment and Novation

a) The Licensor may assign its rights or novate its rights and obligations under this Agreement.

18) General

a) By accessing Ronin, the Licensee may be submitting information, including personal information as defined in the *Privacy Act 1988 (Cth)*, to us and other third parties over the internet. This may include an automatic connection to the internet to check for the availability of updates, or in order to process other automated requests.

b) The address for notices are the email addresses of the user's account for the Licensee, and admin@ronin.cloud for the Licensor, or such other address for a party notified by that party to the other party in writing from time to time;

c) This Agreement may be executed in any number of counterparts each of which will be an original, but all counterparts together will constitute one and the same instrument.

d) This Agreement is governed by the laws of Australian Capital Territory and the parties submit to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory.

e) If any provision of this Agreement is illegal or invalid, then that provision may be severed from this Agreement and the rest of the Agreement remains in effect.

19) Survivability

Any term of this Agreement which expressly or by implication from its nature is intended to survive the termination or expiration of the Agreement and any rights arising on termination or expiration will survive, including indemnities (clause 6)), GST obligations (clause 15)), and Confidential Information (clause 16)) under the Agreement will survive the termination or expiry of this Agreement.