

SOFTWARE LICENCE AGREEMENT

Matthews Consulting Pty Ltd (ABN 62 743 274 118) (referred to as **AIM**) provides a software product (**Software**) and related services to the person identified in the Order Form (defined below). This Software Licence Agreement (**Agreement**) is between AIM and each individual or entity accessing and using the Software (**Authorised User**) (collectively the **Parties** and each a **Party**). AIM supplies a software application to produce a working animated 3D models of enterprise information flows. The Software is available for download and related documentation regarding the Software is available at www.architectureinmotion.com.au (**Site**).

1. ACCEPTANCE

- 1.1 This Agreement sets out the terms and conditions upon which AIM agrees to grant an Authorised User the right to access and use the Software. This Agreement is in two parts: **Part 1 is applicable only to Authorised Users who purchase and make payment for the Software (each referred to as a Customer); and Party 2 is applicable to Authorised Users generally. For the avoidance of doubt, when a Customer agrees to this Agreement, they agree to both Part 1 and Part 2.**
- 1.2 Each Authorised User acknowledges and agrees that they have read, understood and agree to be bound by this Agreement and they are deemed to be bound to this Agreement by:
 - (a) ticking the 'I agree' box to accept this Agreement prior to accessing and using the Software; or
 - (b) where the Authorised User is a Customer, making payment for the Software.This Agreement will continue in force until terminated in accordance with this Agreement.
- 1.3 The Authorised User agrees that this Agreement forms a binding legal agreement between the Authorised User, (and where the Authorised User is a company or another type of entity, their directors, officers, employees, contractors, successors and assignees) and AIM, AIM's directors, officers, employees, contractors, successors and assignees. This Agreement should be read carefully. If the Authorised User has any questions, they can contact AIM using the contact details at the end of this Agreement.
- 1.4 AIM reserves the right to make changes to this Agreement at any time, effective upon the posting of the modified Agreement. AIM will endeavour to give the Authorised User 14 days' notice via email and communicate these changes to the Authorised User prior to the amended Agreement taking effect. It is the Authorised User's obligation to ensure that they have read, understood and agree to the most recent Agreement before continuing user or access of the Software. AIM's contractors, agents, resellers and third parties do not have authority to amend this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement:

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales;

Confidential Information means the terms of this Agreement and all know-how, financial information, technical information and other commercially valuable or sensitive information whether in visual, oral, documentary, electronic, machine-readable, tangible, intangible or any other form, relating to a Party including but not limited to any specifications, formulae, know how, concepts, inventions, ideas, software, designs, copyright, trade secrets or any information relating to any business, products, markets, operations, processes, techniques, technology, forecasts, strategies or any other matter, which is marked as confidential or which a Party regards as confidential, proprietary or of a commercially sensitive nature but does not include information which:

- (a) is lawfully in a Party's possession prior to its disclosure to a Party by the other;

- (b) enters the public domain other than as a result of any unauthorised disclosure;
- (c) information which is or becomes lawfully available to a Party from a third party who has the lawful power to disclose such information to that Party on a non-confidential basis; or
- (d) is independently developed by a Party;

Force Majeure means any event or circumstances beyond the reasonable control of a Party including any fire, lightning strike, flood, earthquake, natural disaster, sabotage, nuclear contamination, terrorism, war or civil riot that occurs to the extent that it:

- (a) would be unreasonable to expect the affected Party to have planned for, avoided or minimised the impact of such circumstance by appropriate risk management, disaster recovery or business resumption plan; and
- (b) results in a Party being unable to perform an obligation under this Agreement on time.

Insolvency Event means any of the following events or any analogous event in which a Party:

- (a) disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- (b) ceases, or threatens to cease, carrying on business;
- (c) is unable to pay its debts as they fall due;
- (d) makes or commences negotiations with a view to making, a general re-scheduling of its indebtedness, a general assignment, scheme of arrangement or composition with its creditors;
- (e) takes any corporate action or any steps are taken or legal proceedings are started for:
 - (i) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other party (which approval will not be unreasonably withheld); or
 - (ii) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or of any of its revenues and assets; or
- (f) seeks protection or is granted protection from its creditors, under any applicable legislation.

Intellectual Property Rights means any and all intellectual and industrial protection rights throughout the world including copyright (past, present and future copyrights and rights in the nature of or analogous to copyright), inventions, patents, designs, registered and unregistered trade marks, know-how and circuit layout rights, whether registrable or not, anywhere in the world;

Licence Key means the pattern of numbers and/or letters provided to each Authorised User to verify authorised access to the AIM software.

Order Form means the form as set out on the Site and completed by the Customer when requesting access to the Software;

Personnel means in relation to a Party, any employee, contractor, officer and agent of that Party;

Privacy Law means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth) and any registered APP Code that binds a Party and any other laws, industry codes and policies relating to the handling of personal information including health information;

Updates means any fixes, releases, configurations, patches and updates supplied by AIM; and

User Data means all of the information, documents and other data provided by the Authorised User and their Personnel (where applicable) for processing in the Software.

PART 1 – CUSTOMER TERMS

3. SUBSCRIPTION

- 3.1 To obtain a Licence Key, download the Software and permit each Authorised User to access and use the Software, each Customer must:
- (a) complete the Order Form and sign up to trial the Software for free (**Free Trial**) for a limited period of time as set out on the Site (**Trial Period**); and
 - (b) identify the number of subscription(s) it would like to purchase (**Subscription**) for the period as set out on the Order Form (**Subscription Period**). The fees for each Subscription will vary subject to the number of Authorised Users identified in your Order Form (**Subscription Fee**). For the avoidance of doubt, each Subscription purchase gives each Customer one Licence Key to permit one person to access and use the Software. The Customer must identify the number of Authorised Users and purchase the corresponding number of Subscriptions if it wishes to obtain additional Licence Key(s) for those Authorised Users.

If additional terms and conditions apply to any Free Trial, these will be set out on the Site or otherwise notified to the Customer via the Site.

- 3.2 Upon AIM's receipt of the completed Order Form from the Customer, AIM will provide a link to download the Software and a Licence Key to access and use the Software during the Trial Period.
- 3.3 The Customer may then supply Authorised User's email address into the Software to identify and assign Licence Keys to such Authorised Users.
- 3.4 AIM may at its sole discretion, remove or extend any Free Trial offers and AIM will not be responsible or liable for any potential loss or damage which the Customer incurs as a result of such removal or change of the Free Trial offer or any changes to the duration of the Trial Period.
- 3.5 Each Customer acknowledges and agrees that:
- (a) to maintain their Subscription, payment to AIM will be made in advanced in accordance with the relevant period for their Subscription as set out in the Order Form from their nominated account;
 - (b) if AIM or its Payment Processor is unable to take payment, the Customer's and any Authorised User's access to the Software may be suspended; and
 - (c) the initial payment of the Subscription Fee will be processed upon expiry of any applicable trial period. Each further payment will be automatically charged to the Customer's nominated account on the relevant periodic basis by AIM's Payment Processor. Additional terms and conditions may apply as notified to the Customer on the Site.

4. PAYMENT

- 4.1 Each Customer:
- (a) must provide the relevant payment details when completing their Order Form;
 - (b) agrees to pay the Subscription Fee required to obtain the Licence Key(s) and access to the Software; and
 - (c) will be required to make payment by way of credit card or other payment method at the relevant period as set out on the Site.
- 4.2 Where the Customer makes payment by credit card, the Customer represents and warrant that the information provided to AIM is true and complete, that they are authorised to use the credit card to make payment and that their payment will be honoured by their card issuer.
- 4.3 If payment is not confirmed by AIM or their Payment Processor within the relevant payment period for a Subscription, AIM may suspend the Customer and any Authorised User's Licence Key(s) and access to the Software without notice to the Customer.
- 4.4 If the Customer's billing address and currency of their bank or credit card issuer is in a jurisdiction and currency other than those specified on the Site (**Foreign Currency**), the Customer may be subject

to additional fees and charges including but not limited to cross border, exchange or currency conversion fees and/or transaction fees (**Fees and Charges**) by AIM's Payment Processor, the Customer's bank and/or their credit card issuer. Such Fees and Charges vary by country and/or currency and are subject to change at the discretion of AIM's Payment Processor, the Customer's bank and/or their credit card issuer (as applicable).

- 4.5 The Customer acknowledges and agrees that AIM is not responsible for: (i) any Fees and Charges; (ii) the value of the Customer's purchase in their Foreign Currency which may fluctuate subject to change in exchange rates; and (iii) in the event of refund, reimbursing any Fees and Charges.
- 4.6 AIM's pricing structure or payment methods may be amended from time to time in its sole discretion. If the Customer has any queries regarding payment, the Customer should contact AIM using the email address as set out at the end of this Agreement.
- 4.7 All amounts are stated in US dollars and unless otherwise stated, all amounts are exclusive of value added tax, tariffs or duties or any other taxes. However, if the Customer's billing address is in Australia, GST will be added to the amount stated at the point of sale; and the final amount charged will be based on the exchange rate conversion as determined by the Customer's nominated credit card provider.
- 4.8 AIM's pricing structure or payment methods may be amended from time to time at its sole discretion.

5. CUSTOMER OBLIGATIONS

- 5.1 If the Customer would like to vary its Order Form including to add or reduce the number of Authorised Users, the Customer may do so by contacting AIM using the details at the bottom of these Terms and AIM will advise the Customer of the next steps.
- 5.2 The Customer is responsible for controlling the access rights of all Authorised Users of the Software. The Customer acknowledges and agrees it is responsible for paying the Subscription Fees for the use and access to the Software by each Authorised User, calculated in accordance with the terms of this Agreement. AIM is entitled to assume that any Authorised User is authorised by the Customer for the purpose of this Agreement. If the Customer reasonably suspects that there has been unauthorised access or use of the Software, the Customer must immediately notify AIM and terminate the Authorised User's access to the Software or provide to AIM such assistance as reasonably required to suspend or terminate the relevant Authorised User's access to the Software.

6. CUSTOMER TERMINATION

- 6.1 The Customer may terminate their Subscription at any time via the Software or via the methods as set out on the Site. The Customer and its Authorised Users' access to the Software will terminate at the end of the month that AIM is notified of the cancellation and AIM will not charge the Customer any further Subscription Fees to their nominated bank account.
- 6.2 AIM may terminate this Agreement immediately and suspend or otherwise terminate an Authorised User's access to the Software, in their sole discretion, if:
 - (a) the Customer fails to pay their monthly subscription; and
 - (b) AIM or its third party payment processor (**Payment Processor**) is unable to obtain or otherwise does not receive payment of the relevant fees.

PART 2 – AUTHORISED USER TERMS

7. SOFTWARE LICENCE

- 7.1 Subject to AIM's receipt of the applicable Fees from the relevant Customer, AIM grants to the Authorised User a limited non-exclusive, non-transferable, revocable licence to download, install,

access and use the Software for the Authorised User's personal or non-commercial use and on the terms set out in this Agreement.

- 7.2 The installation of the Software is restricted to a limited number of devices operated by each Authorised User as set out on the Site.
- 7.3 Each Authorised User acknowledges and agrees:
- (a) that the grant of licence under this Agreement and their use of the Software may be restricted, suspended or terminated by the Customer and is subject to the Customer's payment of the applicable Subscription; and
 - (b) it is the Authorised User's responsibility to download and install the Software.
- 7.4 it must access and use the Software in accordance with the Software's normal operating procedures and this Agreement. This does not extend to any other products or services related to AIM. The Authorised User agrees AIM owns or holds the applicable licences to all Intellectual Property Rights including but not limited to copyright in the Software. Nothing in this Agreement gives the Authorised User any rights in, or to view, the source code of the Software and the Authorised User's only rights in relation to the Software are those set out in this Agreement. Each Authorised User acknowledges and agrees it will not share their Licence Keys with any other Authorised User.
- 7.5 The Authorised User acknowledges and agrees that AIM may, from time to time, contact the Customer and Authorised Users to conduct Licence Key validation checks to ensure that each Authorised User is using a valid Licence Key.

8. LICENCE RESTRICTIONS AND PROHIBITED CONDUCT

- 8.1 Each Authorised User must not make any use of the Software except as permitted by the Licence and may not do or authorise the commission of any act that would or might invalidate or be inconsistent with AIM's Intellectual Property Rights in the Software. Without limiting the foregoing provisions, the Authorised User acknowledges and agrees that it must not or attempt to:
- (a) use the Software other than for its intended purpose;
 - (b) share their Licence Key with any person, company or entity;
 - (c) attempt to circumvent or disable the Software or any features or measures in the Software by any means or in any manner;
 - (d) copy, reproduce, translate, adapt, vary, modify the Software or merge any part of the Software with other software, except as expressly permitted by this Agreement;
 - (e) distribute, encumber, sell, assign, rent, lease, sub-license or otherwise transfer, publish, disclose or otherwise provide third parties with access to the Software except as expressly permitted by this Agreement;
 - (f) "frame", "mirror" or serve any of the Software on any web server or other computer server over the Internet or any other network;
 - (g) disassemble, decompile, decrypt, reverse engineer, derive the source code, attempt to reduce to human-readable form, or determine the method of manufacture of the Software;
 - (h) create modifications or derivative works of the Software;
 - (i) alter, remove or tamper with any trademarks, any patent or copyright notices, or any confidentiality legend or notice, or any numbers, or other means of identification used on or in relation to the Software;
 - (j) use the Software in any way which is in breach of any statute, regulation, law or legal right of any person;
 - (k) use the Software in any manner to aid in the infringement of any third party Intellectual Property Rights including but not limited to a third party's copyrights, trade secrets and

patents whether such violation is by way of installing or distributing “pirated” software or otherwise;

- (l) make any unauthorised copy of any copyrighted material including but not limited to the Software;
- (m) manufacture, develop or distribute any product that would compete with the Software or that limits any ideas, features or functions of the Software, or directly or indirectly permitting any person to do so;
- (n) use the Software in breach of any person’s privacy (such as by way of identity theft or “phishing”) or any Privacy Laws;
- (o) use the Software to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; and
- (p) use the Software in any way that damages, interferes with or interrupts the Software.

9. AUTHORISED USER RESPONSIBILITIES

- 9.1 The Authorised User must maintain the confidentiality of login details including but not limited to the Licence Key assigned to the Authorised User and maintain the confidentiality of any assigned login details and Licence Keys and not allow any unauthorised persons to use the Authorised User’s login or Licence Key.

10. DISCLAIMERS

- 10.1 The Authorised User acknowledges and agrees that:

- (a) it uses the Software and enters any User Data at its own risk;
- (b) it is the Authorised User’s responsibility to back up User Data and export any model they create using the Software;
- (c) it is the Authorised User’s responsibility to determine if the Software meets their needs and is suitable for the purposes for which the Software is used;
- (d) the reliability of the Software is dependent upon their internet connection, device configuration, quality of the operating system they are running the Software on and implementation of the Software;
- (e) AIM may pursue any available equitable or other remedy against the Authorised User as a result of a breach by the Authorised User of any provision of this Agreement;
- (f) AIM makes no representations regarding, and accepts no responsibility for, the suitability, accuracy or legality of any output produced by the Software. Further, AIM assumes no obligation to notify the Authorised User of any changes in the suitability, accuracy or legality of the output produced by the Software. If the Authorised User requires any change to the Software in order to improve suitability, accuracy or legality, it is the responsibility of the Authorised User to notify AIM of that requirement by emailing support@architectureinmotion.com.au . Upon receipt of such notice, AIM will consider the suitability of such request on a case-by-case basis; and
- (g) any information, results, models or content provided by AIM via the Software, Site or otherwise is provided for general information purposes only. The information contained therein is not a recommendation, advice or a statement of opinion. Each Authorised User is solely responsible for determining the suitability of the Software, Site and any information provided therein.

- 10.2 AIM does not make any warranty or representation as to the ability of the facilities or services of any third party service providers.

- 10.3 The operation of the Software is subject to device system requirements as set in this Agreement and/or on the Site. It is the Authorised User’s sole responsibility to determine whether their device meets such system requirement during the Trial Period. The operation of the Software requires a

minimum of 64-bit Windows operating system and a reasonably fast graphics card or such other specifications as set out on the Site or notified by AIM to the Authorised User from time to time.

- 10.4 AIM is not liable for any failure in, fault with or degradation of the Software if that failure, fault or degradation is attributable to or caused by any failure of the facilities or services supplied by any third party.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Title to, and all Intellectual Property Rights in the Software and any documentation relating to the Software remain the property of AIM (including its related bodies corporate) and its successors and permitted assigns. The Authorised User's right to use such Intellectual Property is subject to the terms of this Agreement.
- 11.2 The Authorised User grants to AIM a non-exclusive, royalty free, non-transferable and revocable licence to use any of the Authorised User's Intellectual Property Rights including any User Data as reasonably required for AIM to provide the Software to the Authorised User.
- 11.3 Other than User Data, each Authorised User grants to AIM a non-exclusive, worldwide, royalty-free, irrevocable license to use any Intellectual Property which subsists in any content or submissions in the form of feedback or otherwise made by each Authorised User to AIM in connection with the Software, the Site or AIM services generally.

12. DATA

- 12.1 The Authorised User represents and warrants that any and all User Data processed by the Software as supplied by the Authorised User is their sole and exclusive property or they have secured any and all authorisations and rights to use the User Data as applicable.
- 12.2 The Authorised User acknowledges and agrees that:
- (a) any collation, conversion and analysis of User Data performed by the Software is likely to be subject to human input and machine errors, omissions, delays and losses, including but not limited to any loss of User Data that may give rise to loss or damage. AIM is not liable for any such errors, omission, delays or losses. The Authorised User acknowledges and agrees that it is responsible for adopting reasonable measures to limit the impact of such problems, including but not limited to:
 - (i) testing the completeness and accuracy of User Data collected and processed by the Software;
 - (ii) backing up User Data and adopting procedures to ensure the accuracy of input Data;
 - (iii) examining and confirming results prior to use; and
 - (iv) adopting procedures to ensure the accuracy of input Data;
 - (b) AIM does not backup any User Data unless otherwise agreed between the Parties; and
 - (c) the Authorised User is solely responsible for the security, confidentiality, privacy, integrity or existence of any User Data processed by the Software on their network or any device controlled by the Authorised User.
- 12.3 The Authorised User agrees to indemnify and hold AIM harmless for the corruption or loss of any User Data controlled or stored by the Authorised User or any of their affiliates.

13. PRIVACY

- 13.1 Each Party agrees to comply with its obligations under the Privacy Law as amended from time to time.

14. WARRANTIES AND DISCLAIMERS

- 14.1 Each Party warrants that:

- (a) it has the right, power, authority and entitlement to execute this Agreement and perform its obligations under this Agreement;
 - (b) this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy;
 - (c) in entering into and performing its obligations under this Agreement it has not, and will not, be in breach of any relevant law or any obligation owed to another person;
 - (d) there is no current, pending or threatened litigation, arbitration, investigation, inquiry or proceeding in which it is involved and that will or may have an adverse effect on its ability to comply with this Agreement; and
 - (e) it has all necessary licences, approvals, permits and consents to enter into and perform its obligations under this Agreement.
- 14.2 The Software is provided to the Authorised User “as is” without warranty of any kind. To the fullest extent permitted by law, AIM and its licensors disclaim all warranties, express or implied, including, without limitation, any implied warranties of merchantability, fitness for purpose, that the Software does not infringe any third party intellectual property rights, will be free of any virus, bugs or other harmful components or defects.
- 14.3 AIM does not warrant that the Software will be error-free or will operate without interruption or that, except as set out in this Agreement, the Software will perform in the manner intended by the Authorised User or the Software will meet the requirements of the Authorised User.
- 14.4 The Authorised User acknowledges and agrees to the fullest extent permitted by law, AIM excludes all express and implied conditions and warranties in relation to any goods and/or services except those conditions or warranties that cannot be excluded by law and AIM’s liability under any such conditions or warranties is limited to, at AIM’s option:
- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such 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,
 - (b) if the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- 14.5 Nothing in this Agreement is intended to have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law.
- 15. LIABILITY AND INDEMNITIES**
- 15.1 To the extent permitted by law, in no event will AIM and its licensors be liable for any personal injury or any consequential, incidental, indirect, special, punitive or other damages whatsoever including without limitation, damages for loss of business profits, business interruption, loss of data, computer system or device failure, malfunction or other pecuniary loss arising out of this Agreement or the use or inability to use the Software, even if AIM has been advised of the possibility of such damages.
- 15.2 Each Authorised User indemnifies, defends and holds AIM and its licensors harmless from and against any and all liabilities, damages, claims, fines and expenses arising out of the Authorised User’s use of the Software or any breach of this Agreement by the Authorised User.
- 15.3 AIM’s total liability for breach of any of its obligations under this Agreement, for the Software, breach of any warranty implied by law, and all damages in connection with the Services will be limited to the total price paid for the Subscription to use the Software in the three months’ period prior to the event giving rise to liability or one hundred dollars (AUD\$100) if no such payments have been made.

15.4 This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of AIM.

16. TERMINATION

- 16.1 An Authorised User's access to the Software will terminate at the end of the month that AIM is notified of the cancellation by the Customer giving such Authorised User's access to the Software.
- 16.2 The Authorised User may also terminate their access to the Software at any time via the Software or via the methods as set out on the Site.
- 16.3 It is the Authorised User's responsibility to retrieve all User Data or export any models or reports prior to the expiry of their access.
- 16.4 AIM may terminate this Agreement immediately and suspend or otherwise terminate the Authorised User's access to the Software, in their sole discretion, if:
- (a) the Authorised User breaches any provision of this Agreement;
 - (b) AIM or its Payment Processor is unable to obtain or otherwise does not receive payment of the relevant fees from the Customer;
 - (c) AIM reasonably suspects that the Authorised User is attempting to reverse engineer the Software that is provided to them;
 - (d) AIM considers that a request for the Software or Licence Key is inappropriate, improper or unlawful;
 - (e) AIM reasonably detects an unauthorised attempt to share a Licence Key; and
 - (f) for any other reason outside AIM's control which has the effect of compromising AIM's ability to provide the Authorised User with the required Software or Licence Key within a reasonable timeframe.

17. EVENTS FOLLOWING TERMINATION

- 17.1 Upon termination or expiration of this Agreement, the Licence granted pursuant to this Agreement will expire and the Authorised User's right to authorise use of the Software is immediately revoked. The Authorised User must immediately:
- (a) cease and desist from any use of the Software subject to AIM's prior written consent;
 - (b) immediately pay any outstanding fees for the Software up to the date of termination.
- 17.2 The expiry or termination of this Agreement for any reason will be without prejudice to any rights or liabilities which have accrued prior to the date of expiry or termination of this Agreement.
- 17.3 The provisions of clauses **Error! Reference source not found.**9.1, 12.3, 13, 15, 17 and 20 will survive termination of this Agreement.

18. UPDATES

- 18.1 AIM may issue Updates and modify the Software from time to time. Any Updates will be available on the website for the Authorised User to download and update at their discretion.

19. FORCE MAJEURE

- 19.1 If performance of this Agreement or any obligation under this Agreement is prevented, restricted or interfered with by reasons of Force Majeure and the affected party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the affected party invoking this provision shall be suspended to the extent necessary by such event. The affected party shall use reasonable efforts under the circumstances to remove such prevention, restriction or interference or to limit the impact of the event on its performance and must continue to perform with reasonable dispatch when the Force Majeure is removed.

20. DISPUTE RESOLUTION

- 20.1 If a dispute arises out of or in relation to this Agreement, no party may commence court or arbitration proceedings (other than proceedings for urgent interlocutory relief) unless it has complied with this clause. If there is a dispute between the Parties in relation to this Agreement, the Parties agree to the following dispute resolution procedure:
- (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
 - (b) If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith to seek to resolve the dispute.
- 20.2 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under this Agreement, by law or in equity.

21. NOTICES

- 21.1 Any notice required or permitted to be given to you under this Agreement will be addressed to the Authorised User at the email address provided by the Customer on the Order Form.
- 21.2 Any notice required or permitted to be given to AIM under this Agreement must be addressed to AIM using the contact details at the end of this Agreement.

22. RELATIONSHIP OF PARTIES

- 22.1 This Agreement is not intended to create a relationship between the Parties of partnership, joint venture, agency or employer-employee.
- 22.2 Each Party has no authority to create, assume or otherwise enter into any agreement that imposes rights or obligations on the part of the other Party.

23. ASSIGNMENT

- 23.1 The Authorised User must not assign or deal with the whole or any part of its rights and/or obligations under this Agreement without the prior written consent of AIM.
- 23.2 Any purported dealing in breach of this clause is of no effect.

24. WAIVER OR VARIATION OF RIGHTS

- 24.1 Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right.
- 24.2 A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

25. POWERS, RIGHTS AND REMEDIES

- 25.1 Except as expressly stated to the contrary in this Agreement, the powers, rights and/or remedies of a Party under this Agreement are cumulative and are in addition to any other powers, rights and remedies of that Party. Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a Party may have at any time against the other Party to this Agreement or any other person.

26. CONSENTS AND APPROVALS

- 26.1 Where this Agreement provides that a Party may conditionally or unconditionally give or withhold any consent or approval in relation to any matter in this Agreement, that Party may in its absolute

discretion, and without being obliged to give reasons for doing so, withhold any consent or approval or give consent or approval conditionally or unconditionally.

27. FURTHER ASSURANCE

27.1 Each Party must from time to time and in a timely manner do all things reasonably required of it by another Party to give effect to this Agreement.

28. SEVERABILITY

28.1 If any provision (or part of it) of the Agreement is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) of this Agreement cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this Agreement and the remaining provisions (and remaining part of the provision) of the Agreement are valid and enforceable.

29. CUMULATIVE RIGHTS

- 29.1 The rights arising out of this Agreement do not exclude any other rights of either Party.
- 29.2 Each indemnity in this Agreement is a continuing obligation that is separate and independent from the other obligations of the Parties under this Agreement.
- 29.3 A Party is not obliged to take any action, or incur any expense, before enforcing any indemnity under this Agreement.

30. ENTIRE AGREEMENT AND UNDERSTANDING

30.1 This Agreement supersedes all prior undertakings, arrangements and agreements and constitutes the entire agreement between the parties in relation to the subject matter of this Agreement and there are no conditions, warranties or other terms affecting the agreement between the parties other than those set out in this Agreement.

31. GOVERNING LAW AND JURISDICTION

31.1 This Agreement is governed by the laws of New South Wales and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.

For any questions or notice, please contact us at:

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