

This Master Subscription Agreement (“MSA”), in addition to the applicable Purchase Order, sets forth the terms and conditions of your use of the Services offered by the Company.

READ THIS MSA CAREFULLY BEFORE SIGNING AN Purchase Order. BY SIGNING AN Purchase Order, YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MSA AND ANY OTHER AGREEMENT REFERRED IN THE Purchase Order.

## THE PARTIES AGREE ON THE FOLLOWING

### 1. DEFINITIONS

“Administrator(s)” or “Admin(s)” means any person authorised by you or one of your Administrators to access the administration panel of the Service provided such person agrees to be bound by the terms and conditions of this Agreement.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party hereto. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“ASPIRE+” refers to the ASPIRE+ calculator.

“Company” refers to the Advisory System for Processing, Innovation and Resource Exchange (ASPIRE PL).

“Credentials” means both email ("Email") and associated password ("Password") of Users created either directly through the Services or available through single sign-on functionality where relevant.

“Data” means all personal identification electronic data or information input or submitted by you or Users to the Service but excluding Publications.

“End-User(s)” means a single individual whose Data is stored by you in the Services.

“Escrow”

“Group Administrator(s)” or “Group Admin(s)” means any Admin who is authorised to access the administration panel of the Services to engage with and manage a subset group of the End-Users.

“Internet” means the global system of interconnected computer networks, which are located in any region of the world.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Party” means the Company or Customer when referred to individually and “Parties” when referred to collectively. "Purchase

Order(s)" means the ordering document(s) for placing an order with the Company for Services. “Publications” means any content or

information published in the Services by the Users, and visible to Users. “Services” means the software as a service(s) provided by

the Company to you.

“Subscription” means you agreeing to make a payment to the Company in order to have access to and utilise the Services for a specified period of time; a Subscription shall begin on the Subscription Start Date and end on the Subscription End Date as set forth in the applicable Purchase Order.

“Taxes” means any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, accessible by any local, state, provincial, federal or foreign jurisdiction.

“Us” means Advisory System for Processing Innovation and Resource Exchange (ASPIRE)

“User(s)” means both End-Users, Administrators and Group Administrators.

“you” or “your” or “Customer” refers to the individual or entity that has ordered software as a service from the Company or an authorised distributor by executing the Purchase Order that incorporates this MSA. “you”, “your” or “Customer” shall only include those Affiliates or business units of Customer identified in an Purchase Order and shall not include any Affiliates or business units resulting from merger or acquisition.

## 2. APPLICABILITY OF AGREEMENT

2.1. Purchase Orders. This MSA is valid for each of your Purchase Orders in which this MSA is incorporated by reference.

## 3. RIGHTS GRANTED AND OTHER SERVICES

3.1. Rights Granted. Upon the Company's acceptance of your Purchase Order, you have the nonexclusive, non-assignable, and limited right to use the Services set forth in an applicable Purchase Order and subject to the terms and limitations set forth in the applicable Purchase Order, this MSA and any other agreements referenced in the applicable Purchase Order.

The Company shall provide you the ability to create a primary login and associated password, and you shall only permit User access through a browser interface or dedicated mobile app with User Credentials. You may establish such User accounts as you deem necessary subject to the terms of this MSA and applicable Purchase Order. You will require each User to keep passwords used to access the Services confidential and not authorise any third party to access or use the Services on their behalf.

You acknowledge that the Company has no delivery obligation and will not ship copies of any Company software to you as part of the Services. You agree that you do not acquire any licence to use the Services specified in the Purchase Order in excess of the scope or duration set forth in the Purchase Order. Upon the end or termination of your Subscription, or the Purchase Order, your right to access or use the Services specified in the Purchase Order shall terminate.

3.2. Add-ons to the Subscription. Additional Users or add-on features in the Services may be purchased during an active Subscription term at the pricing set forth in the relevant Purchase Order, prorated for the remainder of the Subscription term in effect at the time the add-ons are purchased. Such add-ons shall terminate on the same date as the Subscription and not exceed or overlap the subscription term.

3.3. Restrictions. You shall not (a) make the Service available to anyone other than Users or allow the Service to be utilised in excess of the limitations set forth in an Purchase Order or this MSA unless you pay any additional fees associated with such use; (b) directly or indirectly sell, resell, rent, sublicense or lease the Service provided the Customer may sublicense the Service to allow its Users access to the Services; (c) interfere with or disrupt the integrity or performance of the Service or third-party services or data contained therein; (d) copy, modify or make derivative works of the Services; (e) reverse engineer, disassemble or reverse compile the Services; or (f) access or use the Services in order to: (i) design, develop, build, market or support a competitive product or service; (ii) design, develop, build, market or support a product using similar ideas, features, functions or graphics of the Services; or (iii) copy any ideas, features, functions or graphics of the Services. You may not access the Service if you are a Company competitor. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.4. Use of the Service. You agree not to use or permit use of the Service, including uploading, emailing, posting, publishing or otherwise transmitting any material, by anyone, including all Users, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property; (b) involve the publication of any material that is false, defamatory, harassing or obscene; (c) violate privacy rights or promote bigotry, racism, hatred or harm; (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights; (f) harvest or collect email addresses or other contact information of third parties by any means for the purposes of sending unsolicited e-mails or other unsolicited communications; (g) use automated scripts to collect information from or otherwise interact with the Services; (h) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or that violates of third party privacy rights; (i) use the Services to send or store material containing Malicious Code; or (j) otherwise violate applicable laws, ordinances or regulations. You agree to take commercially reasonable efforts to ensure that the Users comply with the terms of this Agreement, including this Section 3.4. In addition to any other rights afforded to the Company under the Purchase Order or this MSA, the Company reserves the right to remove or disable access to any Publications that violates the foregoing restrictions. The Company shall have no liability to you in the event the Company takes such action. You agree to defend and indemnify the Company and its licensors against any claim arising out of a violation of your obligations under this section.

3.5. Access and Maintenance. The Company shall: (i) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for planned downtime for maintenance of more than 15 minutes (for which the Company shall give reasonable notice via the Service or via email) and which the Company shall schedule, to the extent practicable, during non-peak usage hours; and (ii) provide the Service only in accordance with applicable laws and government regulations. The Service supports the latest two (2) major versions of the supported web browsers as set forth in the Company's online support centre.

3.6. Usage Limitations. In addition to the limitations on the number of Users and specific add-on features, the Service may be subject to other limitations, such as, limits on disk storage space and on the number of calls you are permitted to make against the Company's application programming interface ("API").

3.7. Professional Services. The Company will provide professional services, including training and migration support services, in the form, type, manner and location as set forth in an Purchase Order and/or applicable Statement(s) of Work. The Company will provide professional services in a professional manner in accordance with applicable industry standards and will complete such professional services in accordance with the schedule set forth in an Purchase Order, subject to your performance of your responsibilities. This MSA and the applicable Purchase Order and/or applicable Statement(s) of Work will govern the Company's provision of professional services.

#### 4. DATA AND PUBLICATIONS

4.1. Data. You hereby grant to the Company, and any third party the Company has contracted with to provide storage and processing services, a nonexclusive, non-transferable licence to store, process and use any Publications, your Data and your Users' Data for the purpose of providing the Services and for the purpose of generating Analytical Data as described at Section 4.2 below. You shall (a) be responsible for obtaining consent from the Users as necessary to store, process and use your Users' Data in the Service and each of your Users' compliance with this MSA; (b) be responsible for the consent, accuracy, quality and legality of your and the Users' Data and Publications and of the means by which you or they acquired such Data and Publications; (c) provide the Company such reasonable assistance as the Company may request in order to assist you on your integration of your Data into the Service, and (d) ensure that the Users shall comply with applicable laws and government regulations.

4.2. Analytical Data. The Company may generate or develop information and data resulting from the manipulation or analysis of Publications, your Data or your Users' Data based upon its operation and provision of the Services, along with any associated databases, external data, calculations and other processes or tools used by the Company (collectively, the "Analytical Data"). Analytical Data shall be limited to aggregated, de-identified and statistical information collected by the Company from the operation of the Services and processing, manipulation and analysis of Users Data. Nothing herein shall be construed as prohibiting the Company from utilising Analytical Data for the Company's business purposes, provided that: (a) any such data will be aggregated with other Company customer data, and (b) the Company's use of such Analytical Data will not (i) reveal or be capable of revealing your identity, whether directly or indirectly, to any third party or (ii) reveal or be capable of revealing the identity, whether directly or indirectly, of any User or other individual, or of revealing any specific data entered by a User or other individual into the Services. In no event will Analytical Data include your Confidential Information.

#### 5. NON-COMPANY PROVIDERS

5.1. Use of Non-Company Applications, Products and Services. Now or in the future, the Services may enable you to utilise applications, products or services from third parties ("Third-Party Services"). Such Third-Party Services shall be deemed to be incorporated within the Services for the purposes of this MSA, and shall be incorporated into the licence grant set forth herein, except to the extent either (i) expressly provided to the contrary in this Agreement or a Purchase Order, or (ii) a User is required to enter into separate agreement relating to such Third-Party Services. If you enable nonCompany applications, products or services ("Non-Company Services") for use with the Service, you acknowledge and agree that the Service may allow the providers of those Non-Company Services to access or use your Data. The Company is not responsible for any use by you of such Third-Party Services or Non-Company Services, or the disclosure, modification or deletion of your Data resulting from any such access or use. Any access to or exchange of content or data between you and any Third- Parties Services or Non-Company Services, is solely between you and them and you bear all risks associated with such access and use. The Company does not provide any warranties for such Third-Parties Services or Non-Company Services. Subject to Section 5.2, the purchase of Non-Company Services is not required to use the Service, except a supported computing device, operating system, web browser and Internet connection.

5.2. Integration with Non-Company Services. The Service may contain features designed to interoperate with Non-Company applications. To use such features, you may be required to obtain access to such non-Company applications from their providers, and integration with the ASPIRE platform will be subject to this service identified on the Purchase Order. If the provider of any such Non-Company application ceases to make the non-Company application available for interoperation with the corresponding Service features on reasonable terms, the Company may cease providing such Service features without entitling you to any refund, credit, or other compensation.

#### 6. FEES AND PAYMENT

6.1. Fees. Unless otherwise provided in an applicable Purchase Order, the Company shall invoice you in advance for any Services you purchase. All fees are invoiced at the time the Purchase Order is signed by you. Unless stated otherwise in an Purchase Order, you shall pay all amounts within (30) days of the invoice date without setoff, counterclaim or deduction, except for amounts disputed in good faith. All payment obligations due under the applicable Purchase Order are non-cancelable and the fees paid are non-refundable. Renewal of any Services at the end of any Subscription term are invoiced on the anniversary date of the beginning of such Subscription term. Fees do not include Apple and/or Google fees for your accounts on the App Store and/or Google Play. If you use online payment features, the Company will charge transaction fees ("Transaction Fees") in addition to payment gateway fees for all payments made via the Company Services. These fees are in addition to the Subscription fees.

All payments made under this Agreement shall be in the AUD currency or specified. You are responsible for providing complete and accurate billing and contact information to the Company and notifying the Company of any changes to such information. Professional Services Fees. Fees for onboarding services will be paid in advance. Unless stated otherwise in an Purchase Order, payment for training and professional services are payable within thirty (30) days from the invoice date of the Company's invoice. You shall reimburse the Company for reasonable food, lodging, travel, and incidental expenses incurred by the Company's employees in conjunction with any on-site services ordered by you. If such services are performed at the Company's premises, such expenses incurred by your employees shall be borne by you.

6.2. Overdue Charges. If any fees are not received from you by the due date, then at the Company's discretion, such fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

6.3. Suspension of Service and Acceleration. If any amount owing by you to the Company is more than thirty (30) days overdue, the Company may, without limiting or waiving the Company's other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend the Service until such amounts are paid in full. The Company will give you at least seven (7) days' prior notice that your account is overdue, in accordance with Section 13.2, before suspending the Services. Further, you agree to a pre-pay by you which will be required to restart any such suspended Service. In addition to the foregoing, you agree the Company shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, expenses and costs) incurred in attempting to collect payment from you.

6.4. Payment Disputes. The Company shall not exercise the Company's rights under Section 6.3 or 6.4 if you are disputing, reasonably and in good faith, the applicable charges and are cooperating diligently to resolve the dispute. The Company must be notified of such dispute within fifteen (15) days of Customer's receipt of the invoice.

6.5. Taxes. Unless otherwise stated, the Company's fees do not include any Taxes. You are responsible for paying all Taxes associated with your purchases hereunder. If the Company has the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide the Company with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, the Company is solely responsible for taxes assessable against it based on the Company's income, property and employees.

## 7. PROPRIETARY RIGHTS

7.1. Reservation of Rights in the Service. Subject to the rights and remedies expressly granted hereunder, the Company reserves all rights, title and interest in and to the Service and the Company software, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

7.2. Your Applications and Code. If you, a third party acting on your behalf, or a User creates applications or program code using the Service, you authorise the Company to host, copy, transmit, display and adapt such applications and program code, solely as necessary for the Company to provide the Service.

7.3. Your Data. Subject to the limited rights granted by you hereunder, the Company acquires no right, title or interest from you or your Users in or to your or your Users' Data, including any intellectual property rights therein. You shall acquire all rights necessary to allow use of your Data, User's Data and Publications in the Service. You agree the Company is not responsible or liable to anyone for your or your Users' Publications, content or messages channelled, transmitted, published or downloaded through the Services.

7.4. Ideas and Suggestions. Any ideas, know-how, techniques, developments and software which may be developed by the Company at any time, including any enhancements or modifications made to the Services or any intellectual property developed by the Company upon your or a Users' request, shall be the exclusive property of the Company. The Company provides professional services and solutions to other customers that are similar to the professional services the Company may provide to you. Nothing in this Agreement is intended or should be interpreted to prevent or inhibit the Company from continuing or commencing to provide such services or solutions. The Company shall have a royalty-free, worldwide, irrevocable, perpetual licence to use and incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by you or Users relating in any way to the development, use or operation of the Service.

## 8. CONFIDENTIALITY

You and the Company agree the parties may have access to information that is confidential to one another ("Confidential Information"). The Parties agree to disclose only information that is required for the performance of obligations under this MSA or Purchase Order. Confidential Information shall be limited to: (a) any software utilised by the Company in providing the Service, including source code,

(b) the terms and pricing under this MSA and any Purchase Order, (c) future enhancements to existing Services, (d) your and Users' Data residing in the Services environment, and (e) all information clearly identified as confidential at the time of disclosure.

A Party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party.

The receiving Party will protect the confidentiality of the disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. We each agree to hold each other's Confidential Information in confidence for a period of five years from the date of disclosure. Also, we each agree to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorised disclosure in a manner no less protective than under this MSA. Nothing shall prevent either Party from disclosing the terms under the agreement in any legal proceeding arising from or in connection with this MSA or an Purchase Order or from disclosing the Confidential Information to a governmental entity as required by law. If the Company is compelled by law to disclose your Confidential Information as part of a civil proceeding the Company is not a Party to, you agree to reimburse the Company for its reasonable cost of compiling and providing secure access to such Confidential Information.

Upon written request, each Party shall return all copies of the documents and materials containing Confidential Information of the other Party upon termination of the Contract.

## 9. WARRANTIES AND DISCLAIMERS

9.1. Company Warranties. Subject to the other provisions of this Section 9, the Company warrants during the Subscription that the Service will include the functionality set forth in substantial conformance with its applicable published documentation for the Services as set forth in the Company's support services. If the Services provided to you for any given month during the Subscription term did not perform as warranted, you must provide written notice to the Company as specified herein no later than five (5) business days after the last day of that particular month. As your sole and exclusive remedy for any breach of the foregoing limited warranty, Company will either, in its sole discretion, (i) use commercially reasonable efforts to remedy the nonconformity within a commercially reasonable period of time or (ii) terminate the applicable Purchase Order and refund the prepaid fees set forth herein for the unexpired remaining unused Subscription. The Company's warranties set forth above shall not apply to any nonconformities with the warranty resulting from your or your Users' acts or omissions or noncompliance with this Agreement or the documentation for the Services or resulting from any hardware, software, data, materials or other products or services not developed or provided by the Company.

9.2. Your Warranties. You warrant to the Company that you have validly entered into this Agreement and have the legal power to do so. You represent to the Company and agree that your purchases under the applicable Purchase Order and hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by the Company regarding future functionality or features. You also represent the Company and agree you have received all necessary information enabling you to assess the adequacy of the Services to fulfil your requirements. You also warrant and covenant that you have obtained or will obtain, as appropriate, any consents from Users or data subjects as necessary for your use of the Services, including, without limitation, (i) parental or guardian consent for Users under the age of 16, and (ii) consent for the Customer's and Company's collection, use, and disclosure of Users' Data subject to the limitations set forth in this MSA, and (iii) the Company's tracking, recordation, processing and use of your Data and Users' Data and other information relating to Users' use of the Services.

9.3. Disclaimer. The services are provided strictly on an "as is" basis and, to the extent not prohibited by law, these warranties are exclusive and neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. the company does not guarantee that the services will be performed error-free or uninterrupted, or that the company will correct all services' errors. you acknowledge that the company does not control the transfer of data over communications facilities, including the internet, and that the services may be subject to limitations, delays, data breaches and other problems inherent in the use of such communications facilities and the company is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9.4. Non-GA Services. From time to time the Company may invite you to try, at no charge, the Company products or services that are not generally available to the Company's customers ("Non-GA Services"). You may accept or decline any such trial at your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICE" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. The Company may discontinue Non-GA Services at any time in the Company's sole discretion and may never make them generally available.

## 10. INDEMNIFICATION

10.1. Indemnification by Company. The Company shall defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that your use of the Service, as permitted hereunder, directly infringes the patent rights of a third party (a "Claim Against You"), and shall indemnify you for any damages, reasonable attorney fees and costs finally awarded against you, as a result of, and for amounts paid by you under a court-approved settlement of, a Claim Against You; provided that you (a) promptly give the Company written notice of the Claim Against You; (b) give the Company sole control of the defence and settlement of the Claim Against You (provided that the Company may not settle any Claim Against You unless the settlement unconditionally releases you of all liability); and (c) provide to the Company all reasonable assistance, at the Company's expense. In the event of a Claim Against You, or if the Company reasonably believes the Service may infringe or misappropriate, the Company may in the Company's discretion and at no cost to you (i) modify the Service so that it no longer infringes or misappropriation, (ii) obtain a licence for your continued use of the Service in accordance with this Agreement, or (iii) terminate your Subscriptions for such Service upon thirty (30) days' written notice and refund to you any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination. The Company shall have no liability hereunder with respect to any Claim Against You based upon (a) the combination of the Service with other products not furnished by the Company; (b) any addition to or modification to the Service by any person or entity other than the Company; (c) information or requirements or directives furnished by you; or (d) use of the Service in a manner inconsistent with or not otherwise contemplated by this Agreement.

10.2. Indemnification by You. You shall defend the Company against any claim, demand, suit or proceeding made or brought against the Company by a third party alleging that your Data, or your use of the Service in breach of this Agreement, directly infringes the intellectual property rights of a third party or violates applicable law (a "Claim Against Company"), and shall indemnify the Company for any damages, reasonable attorney fees and costs finally awarded against the Company, as a result of, or for any amounts paid by the Company under a court-approved settlement of, a Claim Against Company; provided that the Company (a) promptly gives you written notice of the Claim Against Company; (b) gives you sole control of the defence and settlement of the Claim Against Company (provided that you may not settle any Claim Against Company unless the settlement unconditionally releases the Company of all liability); and (c) provides to you all reasonable assistance, at your expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any intellectual property infringement claim described in this Section.

## 11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. To the maximum extent permitted by applicable law, except with respect to (i) a party's indemnification obligations for third party claims as set forth herein, or (ii) subscriber's payment obligations, neither party's aggregate liability for damages arising out of or related to this agreement (whether in contract or tort or under any other theory of liability) shall exceed the amount paid by you to the company under the purchase order form that gave rise to the claim hereunder in the 12 months preceding the incident giving rise to a claim. any damage in your favour against the company shall be reduced by any refund or credit received by you under the agreement and any such credit shall apply towards the limitation of liability.

11.2. Exclusion of Consequential and Related Damages. Neither party shall be liable for any loss of revenue or profits (excluding fees under this MSA or any applicable purchase order form), loss of goodwill, or costs to procure substitute goods or services, data or data use, indirect, special, exemplary, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

## 12. TERM AND TERMINATION

12.1. Term of Subscription. Services provided under this MSA shall be provided for the period defined in the applicable Purchase Order unless earlier terminated by the Company. The term of the Subscription to use the Services and any renewal(s) periods are collectively defined as the "Subscription Term." This MSA commences on the date your Purchase Order is accepted by the Company and continues until all Subscription Terms have expired or been terminated. Except as otherwise specified in the applicable Purchase Order, all Subscriptions shall automatically renew for additional one-year periods, unless a Party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Subscription term. The fees for Subscriptions automatically renewed are subject to increase at a rate not to exceed 5% over the prior year.

12.2. Termination for Cause. A Party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.3. Payment upon Termination. If you terminate this Agreement as specified in Section 12.2, Company is not obliged to refund any prepaid fees covering the remainder of the term of all Purchase Orders after the effective date of termination. If the Company terminates this Agreement as specified

in Section 12.2, you will pay any unpaid fees covering the remainder of the Subscription Term for Services ordered under all Purchase Orders, plus applicable taxes and expenses. In no event will termination relieve you of your obligation to pay any fees payable to Company for your use of the Service for the period prior to the effective date of termination.

12.4. Return of Your Data. Upon written request by you made within 30 days after the effective date of termination of a Subscription, the Company will make available to you for download a file of your Data in comma separated value (.csv) format or excel spreadsheet (.xls) format. After such a thirty (30) day period, the Company shall have no obligation to maintain or provide any of your Data and shall thereafter, unless legally prohibited, delete all of your Data in the Company systems or otherwise in the Company's possession or under the Company's control.

12.5. Surviving Provisions. Section 1 (Definitions), 4.2 (Analytical Data), 6 (Fees and Payment), 7 (Proprietary Rights), 8 (Confidentiality), 9 (Warranties and Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.3 (Payment upon Termination), 12.4 (Return of Your Data), 13 (Notices, Governing Law and Jurisdiction), 14 (General Provisions), 15 (Placing Orders), 16 (Price and Payment), 17 (Shipping and Delivery), 18 (Problems with your Goods), 19 (Defective Goods), 20 (QR Codes), 21 (ASPIRE+) and 22 (Privacy Policy) shall survive any termination or expiration of this Agreement.

### 13. NOTICES, GOVERNING LAW AND JURISDICTION

13.1. Governing Law. This MSA and all Purchase Orders, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this MSA or any Purchase Order, or the negotiation, execution or performance of this MSA or any Purchase Order (including any claim or cause of action based upon or arising out of or relating to any representation or warranty made in or in connection with this MSA or any Purchase Order or as an inducement to enter into this MSA or any Purchase Order), shall be governed by, and enforced in accordance with, the internal laws of Victoria, Australia without giving effect to any laws, rules or provisions of the Victoria, Australia that would cause the application of the laws, rules or provisions of any jurisdiction other than Victoria, Australia. The Parties agree that the venue for any action with respect to this MSA or any Purchase Order shall be in a court of competent subject matter jurisdiction located in Victoria, Australia.

Either Party must initiate a cause of action for any claim(s) arising out of or relating to this MSA or an Purchase Order and its subject matter within six (6) months from the date when the Party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

13.2. Manner of Giving Notice. If you have a dispute with the Company or otherwise wish to provide notice to the Company, you will promptly send written notice by first class mail or pre-paid post addressed to the Company address set forth at <https://aspireme.com/contact/> with a confirmation email sent to [circular@aspireme.com](mailto:circular@aspireme.com). The Company may give you notice applicable to the Service by means of a general notice on the Company portal for Services, by email at the contact address specified in your Purchase Order, and notices specific to you by written communication sent by first class mail or pre-paid post addressed to the contact address set forth in the Purchase Order. Billing-related notices to you shall be addressed to the relevant billing contact designated by you. All other notices to You shall be addressed to the relevant Services system administrator designated by you.

13.3. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

### 14. GENERAL PROVISIONS

14.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the Company's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify the Company's Legal Department.

14.2. Relationship of the Parties. You agree that the Company is an independent contractor and we agree this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. You understand that the Company's business partners, including any third-party firms retained by you to provide services, are independent of the Company and are not the Company's agents. The Company is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as the Company subcontractor on an engagement ordered under this MSA or Purchase Order.

14.3. Force Majeure. Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, riot, civil commotion, fire, labour strike, hacker attack, denial of service attack, epidemic, pandemic, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions (including the denial or cancellation of any export or other licence); other event outside the reasonable control of the obligated Party. The Parties both will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice. This section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the Services.

14.4. No Third-Party Beneficiaries. Nothing in this MSA or any Purchase Order shall create or be deemed to create any third-party beneficiary rights in any person or entity not a Party to this MSA or an Purchase Order, including End-Users.

14.5. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

14.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this MSA or Purchase Order shall remain in effect.

14.7. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Purchase Orders), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Purchase Orders, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any Purchase Order shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in this MSA and or any Purchase Order, the terms of the Purchase Order shall prevail.

14.9. Publicity. Either Party may publicise the existence and general nature of the relationship established by this MSA through mutually agreed upon press releases and other marketing collateral. You consent to the Company's right to use your name and logo on the Company's website and in marketing activities and press releases.

14.10. Audit. During the term of this Agreement and for a period of one year thereafter, the Company shall have the right, but not more than once per quarter, at its own expense, to have an independent auditor audit your compliance with your obligations under this Agreement. In the event any such audit discloses any breach by you of your obligations under this Agreement, you shall pay to the Company any fees relating to your failure to comply with your obligations under this Agreement and the cost of such audit.

14.11. Business Information: If You wish to use any of the features available on the Service, You may be asked to supply certain business information relevant to Your subscription including, without limitation, Your name, Your email, Your phone number, Address, ABN, ANZSIC category and subdivision, Job role, Number of employees and, for the purposes of payments on the platform, Your credit card number, the expiration date of Your credit card (ASPIRE DOES NOT RETAIN THIS INFORMATION AS IT IS MANAGED BY A THIRD PARTY SERVICE (STRIPE)), Your billing address, and Your shipping information. You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete. By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

14.12. Subscription Period: The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic annual or monthly basis. At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

14.13. Subscription Cancellations: You may cancel Your Subscription renewal either through Your Account settings page or by contacting the Company. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

14.14. User Accounts: When You create an account with ASPIRE, You must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service. You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service. You agree not to disclose Your password to any third party. You must notify ASPIRE immediately upon becoming aware of any breach of security or unauthorised use of Your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.



14.15. Intellectual Property: The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company. The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of the Company.

## 15. PLACING ORDERS/TRANSACTIONING

15.1. You are responsible for any discrepancies or errors in your order caused by you.

15.2. The promotion of goods or services on the Website does not constitute an offer to sell. It is an invitation to treat/participate only.

15.3. Orders placed by you are, offers to purchase goods under the terms and conditions in this Agreement at the price specified (including delivery and other charges).

15.4. Goods sold by sellers on the ASPIRE Marketplace are not reserved in-cart, and an order is only finalised when you have completed the checkout process and received an order confirmation from ASPIRE (or/and payment is received in full).

15.5. When an order is placed for a Seller's goods (payment is held with Stripe), we will send the order to the Seller for confirmation, at which time they may accept or reject your order. Where a Seller rejects your order, we will refund you for the order amount (not including 3rd party fee). You will receive confirmation that your order has been accepted by the Seller via email.

15.6. You must review your order carefully before placing it. Once an order is confirmed, you are unable to cancel or change it. If you have any problems with your order, then you must submit a request to resolve the dispute. In the event that a seller cancels or is unable to fulfil your order in full or partial order is delivered, we will provide a full or partial refund of any payment received. This is subject to information provided to ASPIRE through the dispute resolution process.

15.7. We reserve the right to notify you that goods for which you placed orders have become unavailable for reasons beyond our control. Your order may be delayed, or you may receive a full refund in the event we cannot fulfil your order.

## 16. PRICE AND PAYMENT

16.1. The prices of goods, delivery and other charges shown are in Australian dollars.

16.2. All payments must be received in full prior to order confirmation. If your payment is not received or is declined by us, your bank or credit card issuer, we cannot and will not hold items against your order. Payments for your goods are conducted in accordance with Stripe's terms and conditions. A copy can be found [here](#).

## 17. SHIPPING AND DELIVERY

17.1. Subject to the Agreement between buyers and sellers, goods will be supplied as shown. Shipping and delivery of goods is subject to agreement between the buyers and sellers.

17.2. Sellers and buyers utilise their own shipping and distribution networks and may charge different rates for shipping on goods.

17.3. You are responsible for ensuring you are able to accept delivery. Neither we, nor a Marketplace Seller will be responsible:

i. for late delivery where attempted delivery has occurred on or before the agreed delivery time frames; ii. for lost or missing resources/goods that have been signed for at your selected delivery address (regardless of whether or not you have personally accepted delivery); iii. for lost or missing resources/goods left at your chosen location where you have expressly given authority to leave with the item's carrier.

17.4. If you opt to pick up your order from a location agreed with the seller, You must collect your order within 14 days of being notified it is ready for collection or at a time mutually agreed between the buyer and seller. If you do not collect your order within this time frame, your order will be considered abandoned. Sellers reserve the right to change, modify or discontinue any delivery options at their absolute discretion.

## 18. PROBLEMS WITH YOUR GOODS

18.1. If you have a problem with your goods, please submit a dispute resolution request. We will investigate your issues and advise you whether your product may be returned and, where required, provide you with instructions on how to return your goods.

18.2. For goods purchased from a Seller, you may contact the Seller directly through our chat portal. We will otherwise assist you to contact the Seller if you contact ASPIRE.

18.3. If your goods still have a valid manufacturer warranty, we recommend you first contact the manufacturer in relation to any fault or defect, however, you may still contact us.

18.4. You are responsible for the return of your goods unless it is unreasonable for you to do so (such as large or bulky items) and in such circumstances you must contact the seller.

18.5. Once an item is returned your goods may be inspected by the seller and investigated for any claimed defect or in some cases, send the goods to third parties for assessment and/or repair.

18.6. If we do not believe a remedy is applicable upon inspecting your goods (for example, where we believe the goods have been misused, or there was a failure to use in accordance with manufacturer's or sellers instructions, used it in an abnormal way or there has been a failure to take reasonable care), your claim may be rejected by the seller and the goods returned to you. You must cover the cost of return shipping in order to receive goods rejected on inspection, and we will provide you with instructions on how to make this payment.

18.7. Refunds will be issued using the payment method used for purchase. We aim to process refunds and replacements within 28 days of receipt by us of the original product, however, depending on your item and the number of returns in our system, this may take longer.

## 19. DEFECTIVE GOODS

19.1. All goods sold on the ASPIRE Marketplace (whether by us or an independent Seller) come 'AS IS' and cannot be excluded under the Australian Consumer Law.

19.2. Any product warranty given by sellers will apply in addition to other rights and remedies you may have under the Australian Consumer Law

19.3. If you are unable to resolve a complaint or dispute with a Seller in relation to your goods, you may submit your complaint to our dispute resolution procedure. We will investigate your dispute in line with our published dispute resolution procedures.

## 20. QR CODES

20.1. Terms: By using the ASPIRE QR codes, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws, and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this feature.

20.2. User Permissions: Permission is granted to temporarily download copies of the materials (information) on QR Codes for personal/commercial use for tracking and tracing ASPIRE Resources only. This is the grant of a permission, not a transfer of title, and under this permission you may not:

- i. modify the materials;
- ii. attempt to decompile or reverse engineer any software contained using the ASPIRE QR Codes;
- iii. remove any copyright or other proprietary notations from the materials;
- or iv. transfer the materials to another person or "mirror" the materials on any other server.

20.3. This permission shall automatically terminate if you violate any of these restrictions and may be terminated by ASPIRE at any time. Upon terminating your viewing of these materials or upon the termination of this permission, you must destroy any downloaded materials in your possession whether in electronic or printed format.

20.4. Disclaimer: The resources linked to the ASPIRE QR Codes are provided "AS IS". ASPIRE makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, ASPIRE does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its applications or otherwise relating to such materials or on any sites linked to this site.

20.5. Limitations: In no event shall ASPIRE or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the resources linked to the ASPIRE QR Codes, even if ASPIRE or an ASPIRE authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

20.6. Revisions and Errata: The resources linked to the ASPIRE QR Codes could include technical, typographical, or photographic errors. ASPIRE does not warrant that any of the materials on its web site are accurate, complete, or current. ASPIRE may make changes to the materials contained on its web site at any time without notice. ASPIRE does not, however, make any commitment to update the materials.

20.7. Links: ASPIRE has not reviewed all of the resources and links attached to the QR codes on its applications and is not responsible for the contents of any such linked resources. The inclusion of any link does not imply endorsement by ASPIRE of the site. Use of any such linked web site is at the user's own risk.

20.8. Site Terms of Use Modifications: ASPIRE may revise these terms of use for its applications at any time without notice. By using this application you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

20.9. Governing Law: Any claim relating to QR Codes on the ASPIRE web site shall be governed by the laws of the State of Victoria, Australia without regard to its conflict of law provisions.

## 21. ASPIRE+

21.1. Overview: The ASPIRE+ calculator has been produced on a best-efforts basis. The conversion factors used in the calculator come from a variety of credible sources. For a full description of the Carbon declaration, click [here](#). ASPIRE has taken reasonable care to ensure the information is accurate but cannot be held liable for any errors or omissions.

21.2. Function: ASPIRE has developed a proprietary carbon emissions calculator methodology and supporting digital tools to measure the Scope 3 carbon emissions, tonnage diversion from landfill, revenue and resources exchanged of a company's services and/or products based on data provided by the customer. ASPIRE+ also provides reports via its portal to enable businesses to identify opportunities for reducing their carbon emissions and track progress over time.

21.3. Business Information: ASPIRE+ uses a variety of background data to calculate your environmental impact through circular economy activities i.e., through resource exchange, reuse or repurpose. To enable these calculations through our methodology verified in accordance with ISO standards, ASPIRE+ requires your business information and the business information of the party you are undertaking the above mentioned circular economy activities with, which acts as a digital audit trail and proof of certification

21.4. We may use information collected from you to provide quotations, make telephone contact and to email you legislative and best practice information that we believe to be beneficial to you/your business in terms of your legislative compliance, business reputation and reducing operational costs.

21.5. By making initial contact with us (by telephone, email or on-line form) you consent to ASPIRE maintaining a dialogue towards your request until you request otherwise/ we decide to desist.

21.6. Some personal data may be collected about you from the forms and surveys you complete, from records of our correspondence and phone calls and details of your visits to our website, including but not limited to personally-identifying information, e.g. Internet Protocol (IP) addresses. ASPIRE may from time to time use such information to identify its visitors. ASPIRE may also collect statistics about the behaviour of visitors to its website.

21.7. ASPIRE will only collect the information needed so that it can provide you with sustainability services; we do not sell or broker your data.

## 22. PRIVACY STATEMENT

22.1. Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy:

- i. Before or at the time of collecting business information, we will identify the purposes for which information is being collected.

- ii. We will collect and use business information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
  - iii. We will only retain business information as long as necessary for the fulfilment of those purposes.
  - iv. We will collect business information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
  - v. Business information should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
  - vi. We will protect business information by reasonable security safeguards against loss or theft, as well as unauthorised access, disclosure, copying, use or modification.
  - vii. We will make readily available to customers information about our policies and practices relating to the management of business information.
- 22.2. We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.