comforte Licence Agreement

Customer fully acknowledges and agrees that acceptance of the Proposal by the Customer includes acceptance of these terms and conditions and the SLA which constitutes an agreement between the parties ("Agreement").

PARTIES

comforte Pty Ltd. whose registered office address is at Suite 20, 1 Rivett Road, North Ryde, NSW 2113, Australia (hereinafter referred to as "**Licensor"**)

and

Customer - full details as stated in the Proposal

INTERPRETATION

Annual Subscription Fee ("ASF") means the annual fees paid by Customer to Licensor in consideration for the Customer to use the Software for the duration specified.
Paid up Fees ("PUF") means the paid-up fee paid by Customer to Licensor in consideration for the Customer to use the Software for the duration specified.
License per seat means a copy for a device, e.g. a PC, Workstation, or Mobile Device from which a user may accesses the host system. It does not mean concurrent users.
License per System means a license per system.
License per CPU means a license per CPU.
Affiliate: any entity controlling, controlled by or under common control with Licensor. For purposes of this Agreement, control means operational control in which the controlling entity has either (i) at least fifty percent (50%) of the equity interest, or (ii) the maximum percentage of the equity interest allowed by local law, based on the entity's location or state of incorporation, as applicable, whichever is less..
Commencement Date: the date the Licence Key is sent to the Customer.
Confidential Information: all information which is imparted or obtained under or in connection with this Agreement on, before or after the commencement of this Agreement in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature, relating to the business or prospective business, current or projected plans or internal affairs of either Party or its Affiliates, including in particular, but not limited to, information relating to development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures utilised or acquired, business opportunities, names of existing or potential Licensor customers, research, and development; proprietary software, all pricing provisions contemplated or incorporated into this Agreement, the terms of this Agreement, all know-how, trade secrets, products, operations, processes, product information and information relating to the Licensor's Intellectual Property Rights and Documentation, and any other commercial, financial or technical information relating to the business of either Party. Customer expressly agrees that all information in connection with the Software is confidential information.
Documentation: the published and generally available user and training manuals proprietary to and provided by the Licensor.
Hardware of the Customer: the hardware of the Customer determined with the applicable System-type, CPU-number, System-number, and Node-name in the Proposal on which the Software will be installed by the Customer.
Licence Fee: the licence fee payable by the Customer to the Licensor under the Proposal
Licence Key: a key enabling the Customer to run the Software.
Intellectual Property Rights: all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same including, without limitation, copyright, database rights, design rights, patents, trade marks, service marks, trade names and other rights in goodwill, rights in know-how, trade secrets and other confidential information.
License Term: the period of time during which the Customer shall be entitled to use the particular Software as determined in the Proposal unless terminated earlier in accordance with these Terms and Conditions.
Maintenance Release: release of the Software that corrects faults, adds functionality or otherwise amends or updates the Software, but which does not constitute a New Version.
Modification: any Maintenance Release.
Proposal: the document containing details of the Software to be licensed.
New Version: any new version of the Software which from time to time is publicly marketed and offered for purchase by the Licensor in the course of its normal business, being a version which contains such differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.
Service Level Agreement ('SLA"): the service description available on the homepage of the Licensor and as stated in the Proposal. The always latest version of SLA can be found here: Service Level Agreement
Site: the premises from which the Customer carries out its business as notified to the Licensor in writing from time to time, including the licensed computers as set forth in the respective Proposal, if applicable.
Software: the computer programs in object code as in more detail defined in the Proposal which, may be amended or supplemented by mutual consent of the Parties during the Term of this Agreement. It includes any Maintenance Releases (including corrections, bug fixes, enhancements, updates or other modifications including custom modifications of the Software to be licensed by Licensor to Customer) but it does not include any New Versions.
Term: means the term of this Agreement as set out in the Proposal.

1. OBJECT OF AGREEMENT; DELIVERY AND INSTALLATION

1.1. This agreement governs the offering, sale and delivery of all Products and/ or Services from or on behalf of the Licensor to its Customer and apply to all similar dealings between Licensor and Customer. In the event of any conflict or inconsistency between these Terms and Conditions and an underlying written agreement between the parties, the terms of the underlying written agreement shall control and prevail.

1.2. This Agreement supersedes any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by Customer and any other terms and conditions submitted by Customer. Failure of Licensor to object to any terms and conditions set by Customer in such other terms and conditions shall in no event be construed as an acceptance of any terms and conditions of Customer. Neither Licensor's commencement of performance nor Licensor's delivery shall be deemed or constituted as acceptance of any of Customer's terms and conditions. If this Agreement differ from any terms and conditions of Customer, this Agreement and any subsequent communication or conduct by or on behalf of comforte, including, without limitation, confirmation of an order and delivery of Products, constitutes a counter-offer and not acceptance of such terms and conditions submitted by Customer. Any communication or conduct of Customer which confirms an agreement for the delivery of Products by Licensor, as well as acceptance by Customer of any delivery of Products from comforte shall constitute an unqualified acceptance by Customer of this Agreement.

1.3. Orders are not binding until accepted by comforte in writing, delivery of the Product or invoice by comforte (each, a "Licensor Confirmation")

1.4. Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities.

1.5. Statements and agreements made by Licensor's employees, officers, representatives and/or agents are not binding upon Licensor unless, and only to the extent that, these are confirmed or made in writing by duly authorized representative(s) of Licensor.

1.6. Unless otherwise specified in any written agreement between Licensor and Customer, prices for Products and Services shall be those specified in Licensor's valid written Proposal submitted by Licensor to Customer for such Products or Services

1.7. Customer shall purchase or license Products or Services by issuing a Purchase Order, signed, if requested by Licensor, or (in the case of electronic transmission) sent by its authorized representative, referencing Licensor's Proposal. No contingency contained on any Purchase Order shall be binding upon Licensor. The terms of this Agreement shall apply, regardless of any additional or conflicting terms on any Purchase Order or other correspondence or documentation submitted by Customer to Licensor other than an agreement in accordance with 1.1 above, and any such additional or conflicting terms are deemed rejected by Licensor.

1.8. Upon receiving the Purchase Order accepting the Proposal provided by the Licensor, the Licensor shall send by email the access data to the Customer enabling the Customer to download the Software from the Licensor's website at www.comforte.com. Risk in any tangible media on which the Software is delivered shall pass on delivery. If applicable, the Licensor shall send the License Key by email to the Customer to enable the Customer to run the Software.

1.9. Unless otherwise specifically specified in any written agreement or Purchase Order between Licensor and Customer, any and all deliveries, including without limitation downloads of Software, shall take place at the offices of Licensor at Suite 20, 1 Rivett Road, North Ryde, NSW 2113, Australia.

1.10. Scheduled delivery dates will be agreed upon between Licensor and Customer in a separate written agreement or may be assigned by comforte as close as practicable to Customer based on Licensor's then-current lead times for the Products. In the event of shipping of Products on Customer's behalf and upon specific written instruction provided by Customer only, Licensor will communicate scheduled shipping dates to Customer.

1.11. If Customer requests delivery of Products at a location other than specified above and which is outside Australia, Customer shall assume all responsibility for compliance with applicable export laws and regulations, including the preparation and filing of shipping documentation necessary for export clearance

1.12. LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY FOR DELAY IN DELIVERY OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. EXCEPT IN ACCORDANCE WITH THE APPLICABLE SHIPPING TERMS SET FORTH IN THIS AGREEMENT, LICENSOR SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH DELIVERY, NOR SHALL ANY CARRIER BE DEEMED TO BE AN AGENT OF LICENSOR.

1.13. The Licensor is not responsible for the installation and configuration of the Software, which is to be done by the Customer in accordance with the Documentation or other instructions provided to the Customer by the Licensor.

1.1. All sales are final. Except as provided in Licensor's warranty statements, Licensor does not accept returns unless (i) Licensor delivered a product other than as specified in the Purchase Order and (ii) the Product is returned in accordance with Licensor's then current return policy.

1.2. Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries

2. LICENCE

2.1. In consideration of the Fee paid by the Customer to the Licensor, the Licensor grants to the Customer a non-exclusive licence, non-transferable and non-assignable limited licence to install and use the Software on the Hardware of the Customer in accordance with the terms of this Agreement. The Customer may not use or install the Software on any other hardware than the Hardware of the Customer.

2.2. In relation to scope of use:

   a) for the purposes of clause 2.1, the use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).

   b) the Customer may not use the Software other than as specified in this Section 2 without the prior written consent of the Licensor, and the Customer acknowledges that additional feed may be payable on any change of use

approved by the Licensor.

c) except as stated in this clause 2 and as may be permitted by law, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software or the Documentation in whole or in part except where is expressly permitted to do so by law.

d) The Customer shall ensure that the Software is installed on designated equipment only.

e) The Customer shall notify the Licensor as soon as it becomes aware of any unauthorized use of the Licensed Software by any person.

f) The Customer shall pay, for broadening the scope of the licenses granted under this license to cover the unauthorized use, an amount equal to the fees which the Licensor would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorized use on the date when such use commenced.

2.3. The Customer shall permit the Licensor to inspect and have access to any premises (and to the computer equipment located there including the Hardware of the Customer) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this Agreement, provided that the Licensor provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

3. MAINTENANCE RELEASES AND SERVICES

3.1. During the Term of this Agreement, the Licensor will provide the Customer with all Maintenance Releases generally made available to its customers. The Licensor warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software. The Customer shall install all Maintenance Releases as soon as reasonably practicable after receipt.

3.2. The standard support and maintenance to be provided by the Licensor to Customer is as outlined in the SLA. If Customer requires Platinum support as defined in the SLA, then additional fees shall be payable.

4. FEES

4.1. The Customer shall pay to the Licensor the Licence Fees as set out in the Proposal and any other fees due and payable within 30 days of the relevant Licensor's invoice date.

4.2. Customer shall be responsible for Sales Tax, Use Tax, Value added Tax, any import, export, federal, state or local tax, sales or similar tax, however designated, which arise or are imposed by the transactions contemplated by this Agreement. All payments shall be made in the agreed currency and by the nominated payment method as set out in the Proposal.

4.3. The Licensor may elect to increase the license fees of any license granted under this Agreement annually, on each anniversary of the effective date of the applicable Proposal, by up to 7% of the License Fee as set forth in the Proposal as compensation for innovation investments and inflation.

4.4. In addition, if the annual percentage increase in the U.S. Bureau of Labor Statistics' Producer Price Index (PPI) for Software Publishing (NAICS Code 5112) exceeds seven percent (7%) for the twelve-month period preceding such anniversary date, the Licensor shall be entitled to adjust the license fee by the exact percentage increase reflected in the PPI instead of the up to seven percent (7%) baseline increase.

4.5. Any such adjustment shall be calculated on a compound basis from the original License Fee, and the Licensor shall provide the Licensee with written notice of the intended fee increase no less than thirty (30) days prior to its effective date.

4.6. If the Customer fails to pay any amount payable by it under this licence the Licensor may charge the Customer interest on the overdue from the due date up to the date of actual payment, at the rate of 8 % per annum or such higher amount as may be permitted by law. Such interest shall accrue on a daily basis and be compounded quarterly. Non-payment by Customer of the Licence Fees when due and payable shall constitute a material breach of this Agreement.

5. CONFIDENTIALITY AND PUBLICITY

5.1. The Customer shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any Confidential Information which may become known to it from the Licensor and which relates to the Licensor or any of its Affiliates, unless that information is public knowledge or already known to the Customer at the time of disclosure, or subsequently becomes public knowledge lawfully other than by breach of this Agreement, or subsequently comes lawfully into the possession of the Customer from a third party. The Customer shall use its reasonable endeavours to prevent the unauthorised disclosure or copying of any Confidential Information and limiting the disclosure of Confidential Information to those employees of Customer with a bona fide need to know.

5.2. The terms of this Agreement are confidential and may not be disclosed by the Customer without the prior written consent of the Licensor.

6. EXPORT

6.1. Neither Party shall export or re-export, directly or indirectly, any software, technology or technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**) to any country for which the competent export control authorities or any agency thereof at the time of export require an export license or other governmental approval or consent without first obtaining such license, approval or consent. If the Customer has declared in connection with the purchase of the Licensed Software vis-à-vis any

competent export control authority that it will not re-export the Licensed Software without prior license, approval or consent (e.g. in an end-use certificate), the Customer ensures vis-à-vis the Licensor that it will comply with this requirement.

6.2. Each Party undertakes:

a) Contractually to oblige any Third Party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

b) If requested, to provide the other Party with any reasonable assistance, at the reasonable cost of the other Party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

7. LICENSOR'S WARRANTIES

7.1. Licensor represents and warrants that it has the full right and authority to sell and/or license to Customer those Products it provides pursuant to this Agreement.

7.2. The Licensor warrants that for a period of sixty (60) days the Software will conform in all material respects to the Documentation once the Software has been downloaded by the Customer from the Licensor's website at www.comforte.com (**Warranty Period**). If, within the Warranty Period, the Customer notifies the Licensor in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Documentation, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this Agreement the Licensor shall, at the Licensor's sole option, do one of the following:

a) repair the Software; or

b) replace the Software;

provided the Customer provides all the information that may be necessary to assist the Licensor in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Licensor to re-create the defect or fault.

7.3. The Licensor warrants to apply the due care customary in the software industry. The Licensor does not warrant (and the Customer acknowledges) that the use of the Software will be uninterrupted or error-free.

7.4. The warranty given in section 7.2 above is subject to and dependant upon the Customer making prompt and timely payments of all Licence Fees and other fees as may be due and owing under this Agreement.

7.5. The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

7.6. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

8. PROVISION OF SERVICES

8.1. The Licensor warrants that any services to be performed under this Agreement (or the SLA) by the Licensor shall be performed with skill and care customary in the software industry.

8.2. Any dates for the provision of services shall be estimates only. Time shall not be of the essence for the provision of any services.

9. LIMITS OF LIABILITY

9.1.

a) Either party, its respective officers, representatives or employees shall have no liability for any losses or damages which may be suffered by the other Party (or any person claiming under or through the damaged Party), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, even if the Party has been advised of the possibility of such damages, which fall within any of the following categories:

i) special damage even though the Licensor was aware of the circumstances in which such special damage could arise;

ii) loss of profits;

iii) failure to realize expected savings;

iv) loss of business opportunity;

v) loss of goodwill;

vi) loss or corruption of data.

b) Each Party's liability for damages, regardless of the form of action, will not exceed the fees paid by the Licensee for the license of the Software during the twelve (12) months immediately preceding the date when such damages occurred. The preceding sentence shall not apply to damages for or relating to personal injury, death or property damage or to damages arising from the gross negligence or willful misconduct of either Party. The preceding sentence shall not apply to damages for or relating to personal injury, death or property damage or to damages arising from the gross negligence or willful misconduct of either Party.

c) The Customer agrees that, in entering into this Agreement, it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement.

9.2. THE FOREGOING SECTION 9.1(b) STATES EITHER PARTY'S EXCLUSIVE REMEDY, WHICH IS IN LIEU OF ALL OTHER LEGAL OR EQUITABLE REMEDIES AND ALL LIABILITIES OR OBLIGATIONS ON THE PART OF LICENSOR FOR DAMAGES (EXCEPT FOR BODILY INJURY) ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE LICENSING, DELIVERY, INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE, THE INTEGRATION OF THE SOFTWARE WITH OTHER SOFTWARE OR

HARDWARE OR THE SERVICES PROVIDED HEREUNDER.

9.3. OTHER THAN AS PROVIDED SPECIFICALLY HEREIN, LICENSOR MAKES NO OTHER WARRANTY, EITHER EXPRESS, IMPLIED, WRITTEN OR ORAL, AS TO THE CONDITION OF THE SOFTWARE AND CUSTOMER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

9.4. All dates supplied by the Licensor for the delivery of the Software or the provision of services shall be treated as approximate only. The Licensor shall not be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

9.5. All references to "the Licensor" in this clause 9 shall, for the purposes of this clause be treated as including all employees, subcontractors and Licensors of the Licensor and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Customer acknowledges that all Intellectual Property Rights in the Software and any Modifications belong and shall belong to the Licensor, or its Affiliates (or other third parties who have granted Licensor permission to sub licence the Software) and the Customer shall have no rights in or to the Software other than the right to use it in accordance with this Agreement.

10.2. The Licensor shall defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession, use, development, modification, or maintenance of the Software (or any part thereof) in accordance with this Agreement infringes any Intellectual Property Rights of a third party (Claim). The Licensor shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses awarded against the Customer under final judgment as a result of or in connection with any such Claim. For the avoidance of doubt, this clause shall not apply where the Claim in question is attributable to possession, use, development, modification, or maintenance of the Software (or any part thereof) by the Customer other than in accordance with this Agreement, use of the Software in combination with any hardware or software not specified by the Licensor if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

10.3. If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Licensor's obligations under clause 10.2 are conditional on the Customer:

a) as soon as reasonably practicable, giving written notice of the Claim to the Licensor, specifying the nature of the Claim in reasonable detail;

b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensor (such consent not to be unreasonably conditioned, withheld or delayed);

c) giving the Licensor and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Licensor and its professional advisers to examine them and to take copies (at the Licensor's expense) for the purpose of assessing the Claim; and

d) subject to the Licensor providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Licensor may reasonably request to avoid, dispute, compromise or defend the Claim.

10.4. If any Infringement is made, or in the Licensor's reasonable opinion is likely to be made, against the Customer, the Licensor may at its sole option and expense terminate this Agreement immediately by notice in writing to the Customer and refund any of the Licence Fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof.

10.5. This clause 10 constitutes the Customer's exclusive remedy and the Licensor's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 10.1.

11. TERM AND TERMINATION

11.1. This Agreement will commence on the Commencement Date and, subject to the provisions of clause 11.2 will continue for an initial license term defined in the Proposal. After the initial license term, this Agreement shall automatically renew for successive one (1) year periods unless either party provides written notice of non-renewal at least three (3) months prior to the end of the then-current term. Such notice must be in writing and shall be deemed effective upon receipt.

11.2. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may at any time terminate this Agreement with immediate effect by giving written notice to the other Party if:

a) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

b) the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

c) the other Party terminates or suspends its business, or becomes subject to any bankruptcy or insolvency proceedings, becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or has been wound up or been liquidated voluntary or otherwise.

11.3. Termination by either Party in accordance with the rights contained in this clause 11 shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

11.4. Licensor may terminate this Agreement upon written notice to the Customer at any

time, in the event that the Customer undergoes a change of control, management or ownership.

11.5. On termination for any reason:

a) all rights granted to the Customer under this Agreement shall cease;

b) the Customer shall cease all activities authorised by this Agreement;

c) the Customer shall immediately pay to the Licensor any sums due to the Licensor under this Agreement; and

d) the Customer shall immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software, Documentation and all Licensor's Confidential Information then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so and that the Software has been uninstalled from the Customer's computer equipment by a provided formular, signed by a duly appointed officer of the Customer.

11.6. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive termination of this Agreement.

12. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13. INSURANCE

Each Party undertakes to the other to ensure that it has adequate insurance in place in respect of its obligations under this Agreement.

14. ENTIRE AGREEMENT

This Agreement and the related Proposal contains the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter

15. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. SEVERANCE

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

17. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

18. FORCE MAJEURE

Neither Party shall be liable for any delay or failure to meet any of its obligations (other than a payment obligation) under this Agreement due to any circumstances or causes beyond its reasonable control, including (but without limitation to) Acts of God, public enemy, civil disobedience, governmental regulations or decrees, labour disputes, unavailability of materials, default or failure of any sub contractor, or supplier, acts of Governments, war, riot, malicious acts of damage, industrial dispute, terrorism or the threat of terrorism.

19. DATA PROTECTION

19.1. The Parties shall have the obligation to observe the provisions of the applicable privacy laws.

19.2. The Licensor may collect, store and process data of the Customer and its directors, officers, employees and consultants for purposes of this Agreement in compliance with the laws and regulations applicable. The Licensor will not have any access, store or process the Customer's data to be protected by using the comforte Software.

19.3. Licensor will not transfer personal data of Customer to Third Parties unless the Customer has consented to such a transfer of data or another legal justification exists and the data subject has been informed about the processing (see privacy policy on our website: https://www.comforte.com/privacy-policy). Notwithstanding the foregoing, the Licensor is entitled at all times to disclose data and/or any other information to third parties as necessary to satisfy any applicable law or governmental request.

20. NOTICES

Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to the receiving party's registered office address. It shall be marked for the attention of the Chief Financial Officer.

21. GOVERNING LAW AND JURISDICTION

21.1. This Agreement shall be governed in all respects by the of the Commonwealth of Australia. The parties hereby irrevocably consent to the non-exclusive jurisdiction of New South Wales, Australia, in connection with any action arising out of or relating to this Agreement. In addition, the Licensor shall have the right to apply to any court with jurisdiction over the Customer for injunctive relief.

21.2. Notwithstanding Clause 21.1, nothing in this Agreement is intended to be construed as prohibiting a Party from applying to any Court for injunctive relief.