

Software License Agreement

1. **DEFINITIONS.** The following definitions apply throughout this Agreement:
 - 1.1. "Documentation" means Sensible's published user manuals relating to the Software as of the Effective Date or as it relates to any Modification or Major Release as of the date of delivery of each Modification or Major release, as applicable.
 - 1.2. "Error" means any failure of the Software to operate in conformance with the Documentation in any material respect.
 - 1.3. "Maintenance" shall mean the services provided by Sensible to the Company as set forth in section 7 attached hereto.
 - 1.4. "Modification" means any revisions, enhancements, bug fixes, patches, Error resolutions and all other changes to the Software required to insure that the Software operates in conformance with the Documentation and Specifications.
 - 1.5. "Order" means the form forwarded by Sensible, substantially equivalent to Exhibit A to this Agreement, to purchase a license to use Software or to purchase Maintenance under this Agreement.
 - 1.6. "Production" means Company's use of the Software for daily operations or provide e-commerce functionality to Company's customers (or potential customers) through a live Company website.
 - 1.7. "Software" means the software modules listed in Exhibit A and any Major Releases, Modifications, interim releases, bug fixes and patches applicable to such software modules.
 - 1.8. "Source Code" means the Software fully documented in its source code (i.e., human readable) form; (ii) a compiler, similar computer program or any other software which is necessary to convert the source code form into the object code form of the Software; and (iii) runtime software necessary to execute the source code form of the Software, including but not limited to interpreters and templates. Also for the purposes of this Agreement, "Commentary" shall include explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, standards, data flow descriptions, class, base-class and sub-class descriptions, data structures and control logic of the software and any other documentation of the source code form of the Software, all in sufficient detail to enable a trained programmer through study of such materials to maintain and/or modify the software without undue experimentation.
2. **LICENSE GRANT.** Subject to the terms and conditions of this Agreement, Sensible hereby grants to Company (and its successors and assigns as permitted herein) a perpetual, non-sub licensable, non-exclusive, non-transferable (except as otherwise expressly set forth herein), to use the Software on Company's servers (not restricted by number of CPUs).
3. **RESTRICTIONS ON USE.** Proprietary Rights. Company acknowledges that the Software, its structure, organisation and Source Code, and the Documentation are the property and constitute valuable trade secrets of Sensible and its suppliers. Company agrees not to: (a) decompile or disassemble the Software, separate the Software into its component parts, or in any way attempt to reconstruct or discover any source code or algorithms of the Software by any means whatsoever; (b) remove any product identification, trademark, copyright, confidentiality, proprietary or other notice contained on or within the Software; (c) modify or create any derivative works from the Software or any part thereof, except to the extent that

the Software provides for user-modifiable components (d) except as otherwise permitted herein, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or any component thereof; (e) otherwise copy or use the Software for any purpose or in any manner not expressly permitted in this Agreement; or (f) knowingly permit or encourage any third party to do any of the foregoing. All assistance requested by Company for integration with existing or proposed Company systems or software shall be provided by Sensible (except as otherwise expressly set forth herein). All rights in and to the Software and Documentation not expressly granted to Company in this Agreement are reserved by Sensible and its suppliers.

4. **ORDERING AND DELIVERY.** An Order will be binding on both parties when signed by authorized representatives of Company. Each Order shall include the following information: (a) the Software licensed or to which Support and Maintenance shall apply, and (b) the applicable fees. No additional or different terms in any purchase order or similar document shall modify the terms of this Agreement. For purposes of this Agreement, initial delivery of the Software and Documentation will be deemed to have occurred upon Sensible providing Company with the installation to Company's server. The Software will be deemed accepted upon initial delivery. This is the Software Delivery Date.
5. **LICENSE FEES AND PAYMENT.** Company shall pay to Sensible the license fees for the Software set forth in Exhibit A (the "License Fees"). All fees hereunder exclude all applicable sales, use, value-added, property and other taxes, including duties and similar mandatory payments, and Company will be responsible for payment of all such taxes and any related penalties and interest, arising from the payment of such fees, the delivery or license of the Software, or the provision of any services to Company.

Sensible reserves the right to charge interest on any overdue amounts at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid plus reasonable costs incurred in collection (including reasonable attorneys' fees).

6. MAINTENANCE.

- 6.1. Maintenance Terms. Maintenance provided by Sensible shall be pursuant to Sensible's standard maintenance terms, a copy of which is attached hereto as SERVICE LEVEL AGREEMENT. Maintenance shall be provided solely to the Maintenance site set forth in Section 7.
- 6.2. Maintenance Fees and Payment. Company has 2 options.
 - 6.2.1. Option 1- Company pays to Sensible the Maintenance fee set forth in Exhibit A for Maintenance for twelve (12) months from the Software Delivery Date. Company's payment of Maintenance fees shall be due 14 days from the date of invoice. Maintenance commences after payment has been received. In the event that Maintenance is discontinued or suspended, to reinstate or renew Maintenance Company must first pay Sensible Maintenance fees for the interim period during which Maintenance was discontinued or suspended and Sensible may in its sole discretion elect not to accept such renewal or reinstatement.
 - 6.2.2. Option 2 – Company purchases the 20 Business Hours prepaid support and maintenance pack which expires in 12 months. (After Hours is calculated at 1.5 X Business Hours). Services will be provided only when the prepaid support and maintenance account is in credit. Company's payment of Maintenance fees shall be due 14 days from the date of invoice.

7. SERVICE LEVEL AGREEMENT

- 7.1. **SCOPE OF COVERAGE.** Upon payment of applicable fees, Sensible will provide maintenance services for (i) the then-current Major Release of the Software, and (ii) prior Major Releases of the Software for a period of twelve (12) months following the next Major Release of the Software subsequent to such prior Major Release. As used herein, a "Major Release" is any version of the Software that in Sensible's sole determination provides substantial new features, additional functionality, or makes use of different architecture. Sensible will only provide up to 20 hours support and maintenance when the Company selects to purchase the support pack (section 6.2.2).
- 7.2. **MAINTENANCE SERVICES.** Subject to the terms of this section and Company's payment of all Maintenance fees, Sensible will provide the following:
- 7.3. **Severity Levels.** Sensible will use commercially reasonable efforts to acknowledge and address, as described below, reported and reproducible material errors in the Software which prevent the Software from performing substantially in accordance with the Documentation (each an "error or issue"). Sensible recognises two severity levels of Software errors or issues:
- 7.4. **Critical - Major System Impact.** The Software suffers an error or issue which cannot be reasonably circumvented and which either (i) prevents Company from being able to execute transactions through the Software or (ii) otherwise so substantially impairs the performance of the Software as to effectively render it unusable. Sensible will use commercially reasonable efforts to acknowledge any such reported error or issue as promptly as possible (but in no event longer than four (4) hours) and, if Company is using the Software in Production, will work 24 hours a day, 7 days a week using commercially reasonable efforts to promptly address and remedy such error or issue.
- 7.5. **Non-critical - Minor System Impact.** The Software suffers an error or issue (which is not of Critical) which impairs the use of one or more portions or features of the Software, but the reported error or issue can be reasonably circumvented. Sensible will acknowledge any such reported error or issue within one (1) business day and will work during Sensible's normal Maintenance hours to provide the appropriate resolution.
- 7.6. **Resolution.** Except as otherwise expressly set forth herein, Sensible will use commercially reasonable efforts to resolve each reported error or issue with the Software by providing either: (i) a reasonable work around, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how Sensible intends to address the reported error or issue and an estimate on how long it may take to remedy or work around the error or issue. Company acknowledges that in order to perform Maintenance, Sensible may require access to and a copy of code in Company's possession (or that of Company's system integrator or consultants) relating to the Software or which may impact the performance of the Software. Company agrees to provide access, assistance and information to Sensible as required to resolve errors or issues with the Software.
- 7.7. **Available Updates.** At no additional cost to Company, Sensible will deliver to Company, which pays the Annual Maintenance fee (section 6.2.1), as made commercially available by Sensible, bug fixes, Maintenance updates and Major Releases for the Software ("Updates"), which will thereafter be considered "Software". At its expense and as deemed appropriate by Sensible in its sole discretion, Sensible will furnish Company with revised Documentation (including release notes identifying each change) with each Update.
- 7.8. **Other Errors and Issues.** If Company reports an error or issue with the Software that is not of Critical or Non-critical, such as "wish list". Sensible shall use commercially reasonable efforts to acknowledge such issue. Sensible may schedule the fix or upgrade to be addressed in a later Update.

- 7.9. Company agrees to pay Sensible at Sensible's standard rates for all effort expended towards resolution of any error or issue which is later determined to result from any cause other than an error or issue in the Software.
- 7.10. SUPPORT LINES.
- 7.11. First Line Support. Sensible shall maintain the organization and processes necessary to provide First line support for the Software to Company. Such first line support shall be provided to Company only if, after reasonable commercial effort, Company is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Sensible shall have no obligation to provide first line support directly to any of Company's customers. In order to assist Sensible in providing such first line support, Company will provide Sensible with the ability to access Company's System which utilize the Software (including but not limited to configuration information and error logs) and provide assistance to Sensible in order to facilitate Sensible's use of remote administration tools relating to the Software. First line support will be provided primarily through web-based support services and secondarily through telephone support.
- 7.12. Support hours – Monday to Friday, 9:00am to 5:00pm except for public holidays.
- 7.13. Logging call – All calls should be submitted by email to support@sensible.com.au whenever possible. That will ensure the matter can be dealt with efficiently. Company can also contact support at (02) 8850 5766 within the support hours (outlined in Section 7.13). Any critical call can be contacted our assigned technical support via mobile.
- 7.14. SERVICE LIMITATIONS. The Maintenance does not include, nor will Sensible be obligated to provide, services required as a result of: (i) any modification, reconfiguration or maintenance of the Software not performed or recommended by Sensible; (ii) any use of the Software on a system that does not meet Sensible's minimum standards for such as set forth in the applicable Documentation; (iii) any third party hardware or software not supported or embedded by Sensible; (iv) any configuration of the Software (or hardware configurations) other than as recommended by Sensible; or (v) any error caused by Company's or any third party's negligence, abuse, misapplication, or use of Software other than as expressly permitted under the Agreement.
- 7.15. TERM AND TERMINATION. This SERVICE LEVEL AGREEMENT (section 7) shall remain in effect for one (1) year from the Software Delivery Date. (outline in the Software License and Services Agreement, section 4 – Ordering and Delivery) This SERVICE LEVEL AGREEMENT shall automatically renew for additional one (1) year periods, unless either party provides notice of cancellation of Maintenance to the other party at least thirty (30) days prior to the anniversary date of this Agreement. Company may terminate this SERVICE LEVEL AGREEMENT if Sensible materially breaches the terms of this SERVICE LEVEL AGREEMENT and such breach remains uncured for thirty (30) days after written notice. The expiration or termination of this SERVICE LEVEL AGREEMENT (section 7) shall not terminate or otherwise affect the other sections of the Agreement.