



End User Licence Agreement

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End User Licence Agreement

This Agreement governs the rights of the Licensee to access and use the IFRS SYSTEM Financial Reporting Software (“the Software”).

The Licence is offered by IFRS SYSTEM Pty Limited (“the Licensor”) as the owner of the rights to the Software.

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1. Grant of Licence

- a) This is a Grant of Licence Agreement.
- b) The Licensor reserves ownership of all intellectual property rights inherent in or relating to the Software and Associated Documentation, which include, but are not limited to, all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how) and all rights other than those expressly granted by this Licence Agreement (“Agreement”).

2. Definitions

“**Agreement**” means this End User Licence Agreement (EULA).

“**Licence Fee**” means the amount specified in an Invoice (whether for Grant or Renewal of Licence) payable by the Licensee for use of the Software by the Licensee's Named Users for the Term.

“**Associated Documentation**” means any digital material relating to the use of the Software including, but not limited to, the Software User Guide, the Product Disclosure Statement, training and promotional material.

“**Business Day**” means any day except Saturday, Sunday or a Public, Bank or other official holiday.

“**Commencement Date**” means the date shown on the Invoice for the Grant of Licence, or the date the Licensee first accesses the Software, whichever is the earlier.

“**Invoice for the Grant of Licence**” means the Invoice that pertains to the original Grant of Licence between the Licensor and Licensee.

“**Invoice for the Renewal of Licence**” means the Invoice(s) that pertain(s) to the renewal of the Licence for a further Term or Terms.

“**Licence**” means the Licence granted by the Licensor pursuant to this Agreement.

“**Licensee**” means the party identified in the Invoice for the Grant of Licence or Invoice for the Renewal of Licence to whom or which the Licence is granted.

“**Licensor**” means IFRS SYSTEM Pty Limited (incorporated in Australia, ABN 49 121 807 396).

“**Named User**” means an employee, consultant or contractor of the Licensee who is authorised by the Licensee to access and use the Software.

“**Named User – Administrator**” means a Named User authorised to access all functions and features of the Software and for whom a Licence Fee has been paid.

“**Named User – User**” means a Named User whose access to functions and features of the Software may be limited or managed by an 'Administrator' and for whom a Licence Fee has been paid.

“**Named User – Reviewer**” means a Named User whose access to the Software is 'Read Only Access'.

“**Renewal Date**” means the date each year on which a new Term commences and the anniversary of the Commencement Date.

“**Required Development**” means all development necessary to ensure that the Software remains fit for purpose.

“**Software**” means the IFRS SYSTEM Financial Reporting Software and all of its data structures, processes and training and Associated Documentation as defined by the Licensor.

“**Support**” means all Required Development, maintenance, documentation, instruction and direction that is required to ensure that a reasonable User would need in order to use the Software.

“**Term**” means a period of 1 year from either the Commencement Date or the Renewal Date.

“**User**” means a Named User designated within the Software as either an 'Administrator' or 'User'.

3. Licence

- a) Subject to the payment of the Licence Fee and applicable taxes shown in an Invoice for Grant of Licence or an Invoice for the Renewal of Licence and subject to the terms and conditions of this Agreement, the Licensor will grant to the Licensee a non-transferable and non-exclusive global Licence for the agreed number of Users.
- b) Named User(s) shall mean an employee, consultant or contractor of the Licensee, unless otherwise agreed in writing with the Licensor.
- c) A Named User must be a real person and use of 'generic' or 'group' Users is not permitted.
- d) Within the Software, Named User(s) shall be designated as either i) an Administrator, ii) a User or iii) a Reviewer and such designations shall be assigned at the Licensee's absolute discretion.
- e) The Licensee will be required to pay the agreed Licence Fee whether for Grant of Licence or Renewal of Licence for each Named User designated as either an 'Administrator' or 'User'.
- f) The Licensee will not be required to pay a fee for Named Users designated as 'Reviewer', however the total number of Named Users with Reviewer designation cannot exceed two times the number of fee paying Users unless otherwise agreed in writing with the Licensor.
- g) The Licensee may change Named Users and designations at any time and if required, additional Licences can be acquired (for an additional Licence Fee) at any time.
- h) The Licensee shall not make the Software available to any party other than its Named Users without the express prior written consent of the Licensor. The Licensee shall ensure that each of the Named Users comply with their obligations under this Agreement. A breach of this Agreement by a Named User shall constitute a breach by the Licensee.
- i) The Licensee acknowledges that there is no transfer of title, or ownership of the Software or any modifications, updates or new versions of the Software.
- j) In addition to other remedies available to the Licensor under this Agreement or otherwise, the Licensor and the Licensee agree that any unauthorised use, alteration, modification, reproduction, publication, disclosure, misrepresentation or transfer of the Software shall entitle the Licensor to any available equitable remedy against the Licensee.
- k) The Licensee must not use the Software, nor allow the Software to be used, for any unlawful purpose or in any manner that violates the rights of the Licensor.
- l) The Licensor will not be responsible for integrating the Software with the Licensee's Enterprise Resource Planning (or similar) systems or processes except as may be separately agreed in writing.
- m) The Licensor reserves the right to determine if it will offer i) a Grant of Licence to any party or ii) and will at its sole discretion determine whether to offer a Renewal of Licence to any party.
- n) The Licensor may, for the purposes of advertising or promotion, identify the Licensee as a User of the Software however such identification shall be limited to the Licensee's name, brand or marks.

4. Payment of Licence Fee

- a) Licence Fees shall be paid annually in advance.
- b) In order to obtain a Grant of Licence, the Licensee shall pay to the Licensor the Licence Fees (and taxes if applicable) in the manner and by the date set out in the Invoice for the Grant of Licence. Alternately the Licensee may make payment with a credit card via the Licensor's website.
- c) Where the Licensee elects to pay by credit card, the Licensee is responsible for calculating the relevant taxes (if any) and ensuring the payment made is equal to the sum of the required Licence Fee plus applicable taxes (if any).
- d) In order to renew a Licence, the Licensee shall pay to the Licensor the Licence Fees (and taxes if applicable) in the manner and by the date set out in the Invoice for the Renewal of Licence.
- e) Licence Fees for Users added during the Term will be invoiced separately and on a pro-rated basis to ensure that all User Licences have a common Renewal Date. Payment shall be made in the manner and by the date set out in the Invoice.
- f) The Licence Fee is non-refundable except where the Licensee elects to cancel the Agreement within 120 days of the Commencement Date. Where cancellation occurs within the 120 days of the Commencement Date, the full amount of all Licence fees paid will be refunded. On cancellation, the Licensee's rights to use the Software cease immediately.
- g) If the Licensee disputes any Invoice, whether in full or in part, submitted by the Licensor, the Licensee shall notify the Licensor in writing and provide the reasons for the dispute within seven days of receipt of the Invoice. The Licensor will allow the Licensee continued use of the Software until the dispute is resolved and while Licensor believes there is good faith and cooperation in seeking a resolution.
- h) A failure by the Licensee to pay an Invoice in the prescribed manner or by the date set out may, at the Licensor's sole discretion, result in the Licensee being denied use of the Software.

5. Access to the Software

- a) In order to access the Software, the Licensee must have i) confirmed an order for a Grant of Licence in writing, ii) completed a credit card payment for a Grant of Licence, iii) paid the amount set out in the Invoice for Renewal of Licence or iv) confirmed in writing their intention to pay the amount set out in the Invoice for Renewal of Licence.
- b) Where the Licensor agrees to a request for a Grant of Licence, whether by receipt of a written order or credit card payment, the Licensor will, in most cases, ensure the Licensee has access to the Software within 24 hours of said order or payment.
- c) Where the Licensor agrees to a request for a Renewal of Licence, whether by receipt of payment or confirmation of intention to pay, the Licensor will, in most cases, ensure continuous access between Terms.
- d) The Software will be accessible via the internet and the use of a web browser. The Licensor reserves the right to specify acceptable browsers and should it do so, it will publish details of acceptable browsers in its Product Disclosure Statement (PDS) or at www.ifrssystem.com.

6. Maintenance

- a) Throughout the Term of the Agreement, the Licensor will maintain the Software and Associated Documentation.
- b) The Licensor will maintain the Software to the extent necessary to ensure that it remains fit for purpose and free of inherent defects.
- c) The Licensor will, wherever possible, schedule maintenance works in such a way and at such a time that it minimises the impact on the Licensee and enables the Licensee to have access to, and use of, the Software when reasonably required.
- d) The Licensor will make every reasonable effort to ensure unscheduled maintenance is kept to a minimum, but should it be necessary, the Licensor will make every reasonable effort to ensure that interruptions are as brief as possible.
- e) In the event that unscheduled maintenance works are required and must be performed at a time that might interrupt the User(s), the Licensor will provide written advice of the interruption in the form of an email to all Users as early as possible.
- f) The Licensor will continue to develop the Software through the addition of new features and the enhancement of existing features. Where new or enhanced features are released, they will be released as part of scheduled maintenance activity and be available to all Users.

7. Support

- a) Throughout the Term of the Agreement, the Licensor will provide Support to the User(s) by way of i) email, ii) telephone or iii) such other methods as the Licensor considers appropriate. The Licensor will, from time to time, provide the User(s) with updated support telephone numbers and support email addresses.
- b) Standard Support hours will be between 8:00 am and 6:00 pm of the Licensee's Business Day.
- c) The Licensor may, by separate agreement, provide Support outside of standard Support hours.
- d) The Licensor will maintain, and make available, a comprehensive User Guide that provides direction and guidance on the use of the Software. The User Guide will be made available in digital format and will be accessible from within the Software or via the Licensor's website at <http://files.ifrssystem.com/userguide/>.

8. Training

- a) The Licensor will provide training resources and training guidance for each new User.
- b) Training will consist of i) materials and guidance that will assist the User(s) in completing a self-paced training exercise and ii) an online interactive training session of up to 1.5 hours per User to be conducted after the self-paced exercise have been completed.
- c) Online interactive training sessions will be scheduled at a time that is mutually acceptable to the User(s) and the Licensor.

9. Usage Restrictions

- a) The Licensee shall not copy or reproduce or attempt to copy or reproduce the Software by any means or form, without the prior written consent of the Licensor.
- b) The Licensee shall not remove, modify, alter or reproduce any trademark, logo or symbol appearing in the Software or Associated Documentation without the prior written consent of the Licensor.
- c) The Licensee shall not allow any third-party access to the Software without the prior written consent of the Licensor, unless such access is granted by way of 'Named User – Reviewer' and the 'Reviewer' is a contractor, consultant or advisor engaged by the Licensee.

10. Warranties

- a) The Licensor warrants that i) it has the right and the authority to grant the Licence and ii) the Software and Associated Documentation are free and clear from all encumbrances and may lawfully be used by the Licensee without infringing any rights of any third-party.
- b) The Licensee acknowledges that to the extent the Licensor has made any representation which is not otherwise expressly stated in this Agreement and Associated Documentation, the Licensee has been provided with the opportunity to independently verify the accuracy of that representation.

11. Liability of Licensor

- a) To the extent permitted by law the Licensor's total aggregate liability to the Licensee in relation to this Agreement is limited to the total amount of Licence Fees paid by the Licensee for the term in which the first incident out of which the liability arose.
- b) The Software is licensed for the sole use of the Licensee's Named Users and in no event, will the Licensor be liable to any party not being the Licensee for any direct, indirect, special, incidental, consequential or similar damages.
- c) If during the Term the Licensee discovers a defect in the Software or Associated Documentation that result in the Software not being fit for purpose, the Licensor will use its best efforts to remedy the defect in a timely manner.
- d) The Licensor is not liable to the extent that the acts or omissions of Licensee's User(s), caused by a failure to act in accordance with the Licensor's instruction, guidance or direction, contributed to the Licensor's loss.
- e) The Licensor is not liable for any loss or processing inefficiency that arises (in whole or in part) by the Licensee's User(s) entering data by whatever means that is ambiguous, inaccurate or incomplete.
- f) The Licensee acknowledges that it should make and retain copies of all data input into the Software and all outputs derived from the Software and that such copies should be stored in a manner that will allow Users to access said inputs in the event that the Software is inaccessible due to factors including, but not limited to, interruption of power supply and interruption of internet services which are beyond the control of the Licensor.

12. Force Majeure

- a) Neither the Licensor nor Licensee shall be liable for the consequences of an occurrence of any event beyond its reasonable control (Force Majeure).

13. Assignment

- a) Neither Licensor nor Licensee shall assign, whether in whole or part, the benefit of this Agreement or any rights or obligations hereunder, without the prior written consent of the other party.

14. Notices

- a) Notices under this Agreement will be delivered by email to the Named User(s) designated as 'Administrator'.

15. Dispute Resolution

- a) If a dispute relating to this Agreement arises between the Licensor and Licensee, the parties will use their best endeavours and act in good faith to resolve the dispute.
- b) Where the parties are unable to resolve a dispute, they will submit to mediation before a mediator agreed to by both parties before having recourse to any other dispute resolution process.

16. Waiver

- a) No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of those rights operate as a waiver of any subsequent breach.

17. Severability

- a) Should any part of this Agreement be or become illegal, unenforceable or otherwise invalid, that part shall be severed from this Agreement. Such invalidity shall not affect the validity of the remaining provisions of the Agreement.

18. Term and Termination

- a) The Term of this Agreement is 1 year from either the Commencement Date or Renewal Date.
- b) A party may terminate this Agreement for cause i) upon 14 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, iii) a failure by the Licensee to pay the Licence Fees due under this Agreement or iv) a refusal by the Licensor to offer a Renewal of Licence.
- c) On termination, the Licensee's rights to access or use the Software shall cease immediately.
- d) The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of this Agreement shall remain in full force and effect following the termination of this Agreement.

19. General

- a) The End User Licence Agreement (EULA) acts as the "terms and conditions" and the Licensee accepts this Agreement at both a) the time of payment and b) each instance of any User logging into the Software.
- b) In this Agreement, unless the context otherwise requires, a reference to any party includes that party's successors or permitted assigns.

20. Governing Law

- a) This Agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.