



Parties

Technilium Pty Ltd ACN 631 937 669 (**Technilium**)

The party listed as the Client in the Quote (or as otherwise advised to Technilium) (**Client**)

You agree to this agreement (including any Schedules or Quotes, as incorporated) by clicking "I accept" (or equivalent) where indicated on platform, portal or website, or providing Technilium with instructions to undertake the Services once having had an opportunity to view these terms.

1. Formation and Term

1.1 Formation and precedence

- (a) This agreement is comprised of these Service Terms, any Schedules and applicable Quote(s) (if any).
- (b) In the event of any conflict or inconsistency between one or more of the documents comprised in this agreement, for interpretation, the following will be the order of precedence:
 - (1) the Quote (if any) which may detail special conditions;
 - (2) these Service Terms; and
 - (3) any other document forming part of this agreement, as agreed to in writing between the parties.

1.2 Term of agreement

The term of this agreement:

- (a) commences on the Commencement Date;
- (b) continues in force for 12 month period; and
- (c) continues in force for successive 1 month periods thereafter,

unless otherwise agreed between the parties in a Quote or terminated earlier in accordance with clause 14 of this agreement.

1.3 Services after expiry

If an agreement fixes a term and, for whatever reason, Technilium is engaged by the Client to perform the Services after expiry of the Term, then the terms and conditions of this agreement will continue to apply to the engagement on a recurring month-to-month basis as Additional Services.

2. Services

2.1 Services

In consideration for Client's payment of the Fees, Technilium will provide the Services and Additional Services (if any) to the Client during the Term in accordance with this agreement.

2.2 NetFoundry Product and Ditno Product

The parties may agree that Technilium may supply the NetFoundry Product and/or Ditno Product. Any supply of the NetFoundry Product and Ditno Product is subject to additional terms as specified in the Service Schedule (<https://technilium.com.au/service-schedule/>), and the parties agree to be bound by those terms.

2.3 Support

- (a) Technilium will provide the Basic Support.
- (b) As may be agreed in a Quote and in consideration for payment of the Premium Fee, Technilium agrees to supply the Premium Support to the standards described in the Support and Service Level Schedule (<https://technilium.com.au/supportservice-schedule/>) and the parties agree to be bound by those terms.

2.4 Hardware

From time to time Technilium may supply hardware to the Client, as may be agreed.

2.5 Relationship

The parties' relationship is one of principal and independent contractor, not employer and employee, agency or partnership.

2.6 Scope

- (a) The parties agree that the precise scope of the Services provided by the Technilium will be those Services as specified by Technilium in correspondence with the Client prior to and during the Term.
- (b) Any Services, including but not limited to any services provided on a time and materials basis, provided to Client by Technilium that may not be included in the Services and may not have been included in the Fee (**Additional Services**), will be charged to Client in accordance with the rates and fees agreed between the parties in writing. Any indication of fees (whether provided in writing or otherwise by Technilium) for such Additional Services are indicative only, and may be charged differently at the time the Client acquires any such Additional Services.

2.7 Quote

A Quote for Services may be provided by Technilium to the Client at any time, in the form specified by Technilium.

2.8 Subcontractors

Client agrees that Technilium may delegate the performance of any of the Services (or other obligations under this agreement) to any of its subcontractors.

3. Suspension

3.1 Suspension

Technilium may temporarily suspend (in part or whole, in its absolute discretion) the provision of the Services to Client if:



- (a) Technilium is required by law to do so;
- (b) Technilium believes (acting reasonably) that the Client (or its Personnel) are using the Services to infringe the Intellectual Property Rights of a third party;
- (c) an event of Exceptional Circumstances occurs, which affects or may affect Technilium's ability to provide the Services;
- (d) such suspension is pursuant to clause 6.3 (late payment of invoice);
- (e) a subcontractor, NetFoundry Inc. or Ditno Pty Ltd, suspends or terminates the provision of a product or service that is on-supplied as a Service to the Client; or
- (f) if Client is in breach of this agreement.

3.2 Effect of suspension

Suspension in accordance with clause 3.1 will not affect any rights which accrue prior to, or after, suspension of Client's obligations under this agreement.

4. Third Party software licences

4.1 Third Party Content

The Client acknowledges and agrees that:

- (a) Technilium can (in its sole discretion) make use of Third Party Content when performing the Services, and incorporate such Third Party Content into Deliverables; and
- (b) Third Party Content may be subject to licences or other terms and conditions provided by the relevant third party.

4.2 Compliance

- (a) Client must comply with the licence terms of all Technilium software and Third Party Content installed or used in the provision of the Services.
- (b) Client must not do or permit to do any act that breaches, or causes Technilium to breach, a software licence installed or used in the provision of the Services.

5. General obligations

5.1 Client's obligations

Client must:

- (a) where applicable, provide Technilium with all reasonable information and access required by Technilium to provide the Services or Deliverables in accordance with the terms of this agreement;
- (b) if required agree to purchase and install any resources necessary to enable proper provision of the Services or the installations, maintenance or use of any Deliverables;
- (c) provide Technilium with a list of Client staff authorised to provide instructions and approve Services requests;

- (d) promptly notify Technilium of any event or incident that is likely to, or will impact on the provision of the Services, Deliverables or any other obligation of Technilium (including but not limited to Exceptional Circumstances);
- (e) notify Technilium in writing within 5 Business Days of any scheduled or proposed upgrades, patches, or changes to, or installation of, Client's Software, infrastructure or applications which may affect Technilium's ability to deliver the Services;
- (f) pay the Fees in accordance with the term of this agreement;
- (g) depending on the Services provided by Technilium, comply with the backup procedures recommended by Technilium;
- (h) comply with any reasonable direction of Technilium, in order for Technilium to perform the Services and comply with its obligations under this agreement; and
- (i) ensure that its Personnel, and any other person engaged by the Client, do not use the Services to:
 - (1) engage in any illegal or unlawful act;
 - (2) distribute a volume of emails higher than an amount deemed reasonable by Technilium, or otherwise misuse email tools, if applicable;
 - (3) where applicable, make use of any resource supplied by Technilium to an excessive extent as deemed by Technilium;
 - (4) deliberately damage, interfere or interrupt the Service, or any telecommunications network, equipment, facilities or cabling owned or controlled by Technilium or its third party suppliers, as those things may be configured from time to time;
 - (5) expose Technilium to Liability; or
 - (6) engage in conduct otherwise deemed inappropriate by Technilium.

Technilium may request the Client to stop doing something which Technilium believes (in its sole discretion) is contrary to or inconsistent with this clause 5.1. Client must comply with any such request without undue delay. If Client does not, then Technilium may take such steps it considers reasonably necessary to ensure compliance with clause 5.1 or the request.

5.2 Third party dealings

Client agrees to use the Services for its sole benefit and must not redistribute the Services to a third party (including the Client's customers) unless:

- (a) a Service Schedule expressly grants such a right; or
- (b) Technilium's provides its prior written consent (which may but not must be granted on any terms which Technilium considers appropriate, in its sole discretion).



5.3 Service limitations

Client acknowledges and agrees that:

- (a) Technilium's obligations under this agreement do not extend to problems: caused by hardware or software faults, misconfiguration prior to Commencement Date, software product conflicts, Client's failure to follow the directions or recommendations of Technilium;
- (b) Technilium's ability, and obligation, to provide the Services is subject to Client complying with its obligations under clause 5.1 and any other limitation or exclusion set out in this agreement;
- (c) the cost of third party application support consumables, software, network upgrades, fonts, photography and any associated services are outside the scope of the Services and are the full responsibility of the Client;
- (d) the maintenance or support of any Deliverables, any server upgrades, network device upgrades and software upgrades are outside the scope of this agreement;
- (e) Technilium is under no obligation to backup or otherwise retain data or applications not included in the Services;
- (f) repairs to Deliverables or any product of the Services are outside the scope of the Services; and
- (g) Technilium's obligations under this agreement do not extend to delivering tailored Services or Deliverables which work on, or are compatible with, new platforms or operating environments beyond the specifications for the Services and/or Deliverables.

6. Payment

6.1 Payment

Client agrees to pay Technilium the Fees at such times and in the manner specified in this agreement.

6.2 Credit terms

Client agrees to pay Technilium the Fees owing pursuant to clause 6.1 or any other fees owing under this agreement, within 7 days of being provided with a Tax Invoice from Technilium.

6.3 Late or non-payment of invoices

If Client fails to pay an invoice within the time period referred to in clause 6.2, Technilium may do any one or more of the following:

- (a) charge interest on the amount owing at 5 percent per month;
- (b) restrict or suspend the Services in accordance with clause 7 below; and/or
- (c) terminate this agreement.

6.4 Fees review

- (a) The Client agrees that Technilium may review and revise the Fees on 14 days' written notice to

Client, and subject to clause 6.4(b) not more than once in any 12 months during the Term of this agreement.

- (b) Technilium may increase the Fees at any time should costs from its suppliers (including without limitation, NetFoundry Inc. and Ditno Pty Ltd) increase during the Term of this agreement with 14 days' written notice to the Client.

7. Goods and Services Tax

7.1 GST exclusive

Unless expressly stated to the contrary, all amounts expressed in this agreement are exclusive of GST.

7.2 Recipient to pay Supplier

- (a) If a party (the Supplier) is obliged under the GST Law to pay an amount of GST for a taxable supply made by the Supplier to another party (the Recipient) under this agreement, the Recipient must pay the Supplier an amount equal to the GST payable on the supply by the Supplier.
- (b) The Recipient must pay the amounts referred to in clause 7.2(a) and any interests, penalties, fines or expenses relating to the GST, in addition to and at the same time as the consideration otherwise payable by the Recipient for the supply.

7.3 Tax Invoice

If requested by the Recipient, the Supplier must provide the Recipient with a Tax Invoice on or before payment of the amounts required by clause 7.2.

8. Intellectual Property Rights

8.1 Technilium IP

- (a) No rights of ownership to Technilium IP are transferred under this agreement.
- (b) Technilium grants Client a perpetual (subject to clause 14.1), non-exclusive, non-transferable, irrevocable (subject to clause 14.1), royalty-free licence (subject to clause 6.1) to its Intellectual Property Rights in the Technilium IP, but only to the extent necessary for Client to use any Deliverable embodying any such rights.

8.2 Provision and ownership of New IP

Upon its creation all New IP:

- (a) will be owned by, vest in, and (to the extent required) be assigned to, Technilium; and
- (b) Client will be granted a perpetual (subject to clause 14.1), non-exclusive, irrevocable (subject to clause 14.1), non-transferable licence to use that New IP for its business purposes, but only to the extent necessary for Client to use any Deliverable embodying any such rights.

8.3 Client Data

All Client Data remains owned by the Client.



8.4 Prohibited activities

Each party must not do or permit or omit to do any act which infringes the Intellectual Property Rights of the other party (or its licensors).

8.5 Notification of infringement claim

The Client must notify Technilium within 5 Business Days if it becomes aware of:

- (a) any actual or suspected infringement by a third party of Technilium's Intellectual Property Rights; or
- (b) any actual or threatened Claim by a third party that its Intellectual Property Rights have or will be infringed by any act or omission by Technilium in connection with this agreement.

9. Confidential Information

9.1 Disclosure

- (a) A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- (b) Each party must take all reasonable steps to ensure that its employees and agents, any subcontractors, or persons otherwise engaged for the purposes of this agreement, do not make public or disclose the other party's Confidential Information.
- (c) Each party must ensure information and materials of the other party in its custody is kept secure.
- (d) Each party must on demand, return to the other party any Confidential Information supplied by the other party in connection with this agreement.

10. Liability

10.1 Consumer guarantees

- (a) Technilium's Services may come with guarantees that cannot be excluded under the Australian Consumer Law.
- (b) The following applies where any warranties against defects are offered to the Client by Technilium under this agreement:
 - (1) Technilium's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.
 - (2) For major failures with the services, the Client is entitled:
 - (A) to cancel the service contract with the Technilium; and
 - (B) to a refund for the unused portion of, or compensation for its reduced value.
 - (3) The Client is also entitled to choose a refund or replacement for major failures with the goods. If a failure with the goods or a service does not amount to a major failure, the Client is entitled to have the failure rectified in a reasonable time. If this

is not done, the Client is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. The Client is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure with the goods or services.

10.2 Exclusion of liability

- (a) To the extent permitted by law, in no event will Technilium be Liable to Client for Consequential Loss, even if Technilium has been made aware of the possibility of such Consequential Loss prior to entering into this agreement.
- (b) To the extent permitted by law, in no event will Technilium be Liable to Client for loss or corruption of Client Data (including as arising out of actions of a subcontractor, NetFoundry Inc. or Ditno Pty Ltd) even if Technilium has been made aware of the possibility of such loss or corruption of Client Data prior to entering into this agreement.
- (c) The Client acknowledges and agrees that to the extent a Deliverable includes software, that software is never error or defect free, and that the mere presence of defects or errors in software will not constitute a breach of Technilium's obligations under this agreement.
- (d) If Technilium is Liable in connection with this agreement (whether in contract, tort, indemnity or statute), then irrespective of anything else in this agreement, Technilium's cumulative Liability in the aggregate (to the fullest extent permitted by law) shall in no event exceed the lesser of the Fees paid by the Client or \$10,000.
- (e) This clause 10 does not exclude or limit the Client's obligation to pay the Fees and all other amounts payable under this agreement.

11. Indemnity

Client indemnifies, and will keep indemnified, Technilium, its Related Entities or its Personnel, successors and assigns (**Indemnified Persons**) against any and all Claims and Loss arising from or in connection with:

- (a) any fraud or wilful misconduct of the Client or its Personnel under or in connection with this agreement;
- (b) the acts or omissions of Client or its Personnel under or in connection with this agreement;
- (c) the Client's alleged infringement or misappropriation of a Technilium's or a third party's Intellectual Property Rights; and
- (d) violation of any applicable law.

12. Client Warranty

Client warrants to Technilium that it has full right and title to enter into this agreement and to grant the rights it sets out to Technilium.



13. Transition out

- (a) Unless otherwise agreed in writing between the parties, in no way is Technilium required to provide any assistance to facilitate the transition of Client Data or anything else reasonable necessary to migrate the Services to the Client or any nominee of the Client (including alternate service providers).
- (b) Technilium is entitled to charge reasonable fees to the Client for any transition related services.

14. Termination

14.1 Termination for cause

Either party may terminate this agreement immediately by written notice upon the occurrence of one of the following events: the other party is in breach of this agreement, an Insolvency Event in respect of the other party or cessation of the supply of NetFoundry Product or Ditno Product.

14.2 Termination for convenience

- (a) This agreement may be terminated by the mutual written agreement of the parties.
- (b) Technilium may terminate this agreement for any reason, upon providing Client with 30 days' prior written notice of such termination. In this case, this agreement terminates at the expiration of the period of notice.

14.3 No prejudice of rights

Termination shall not prejudice or affect any right or action which shall have accrued or shall thereafter accrue to either party.

14.4 Consequences of Termination

Upon termination of this agreement:

- (a) Technilium will cease performing the Services;
- (b) all money due by Client to Technilium must be paid in full; and
- (c) each party must return to the other party of (if requested by the other party) destroy, all Confidential Information belonging to the other party.

14.5 Survival

The following clauses survive termination of this agreement: clause 4 (Third Party Software), clause 8 (Intellectual Property Rights); clause 9 (Confidential Information), clause 10 (Liability); clause 11 (Indemnity), clause 14.4 (Consequences of Termination); and this clause 14.5.

15. Force Majeure

15.1 Suspension of obligations

If a party (**Affected Party**):

- (a) is prevented from, or delayed in, performance of an obligation (other than an obligation of Client to pay money) by an event of Exceptional Circumstance; and

- (b) the Affected Party, as soon as possible after the event of Exceptional Circumstance notifies the other party providing particulars of:

- (1) the event of Exceptional Circumstance;
- (2) the anticipated period of delay; and
- (3) the action (if any action is reasonably possible) the Affected Party intends to take to mitigate the effect of the delay,

then those obligations of the Affected Party are suspended for the duration of the event of Exceptional Circumstance.

15.2 Obligations on other party

The party which is not the Affected Party must use all reasonable endeavours to remove or mitigate its Loss arising from, and the effects of, the event of Exceptional Circumstance.

16. Miscellaneous

16.1 Notices

The parties may give each other notice under this agreement by email or by post at the Technilium Details or Client Details addresses, as applicable.

16.2 Governing Law; Jurisdiction

These terms will be governed by and construed in accordance with the laws of Western Australia, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia, Australia.

16.3 Assignment

- (a) Technilium may assign, transfer or novate all or any part of its rights or obligations under or relating to this agreement or grant, declare, create or dispose of any right or interest in it by providing the Client with 30 days' prior written notice.
- (b) The Client must not assign, transfer or novate all or any part of its rights or obligations under or relating to this agreement or grant, declare, create or dispose of any right or interest in it, without the prior written consent of Technilium (which Technilium may in its sole discretion grant, refuse, or grant on conditions it determines reasonable in the circumstances).

16.4 Severability

If a provision of this agreement is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

16.5 Variation

An amendment or variation to this agreement is not effective unless it is in writing and signed by the parties.

16.6 Waiver

- (a) A party's waiver of a right under or relating to this agreement, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.



- (b) No other act, omission or delay by a party will constitute a waiver of a right.

16.7 Whole agreement

This agreement (including any Schedules or Quotes, as incorporated):

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this agreement; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter (other than to the extent incorporated as expressed in this agreement).

17. Definitions and interpretation

17.1 Definitions

In this agreement:

Additional Services has the meaning given to it in clause 2.6(a).

Affected Party is a party referred to in clause 15.1.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Basic Support means support 8am - 5pm (AWST) Business days via dedicated support lines for basic queries, bug fixes and patches on the NetFoundry Product, Ditno Product, or both (as determined in the reasonable discretion of Technilium).

Business Day means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Western Australia, Australia.

Claim means, in relation to a person, any action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether:

- (a) it is present, unascertained, immediate, future or contingent;
- (b) it is based in contract, tort, statute or otherwise; or
- (c) it involves a third party or a party to this agreement.

Client Data means all data made available by the Client to Technilium for the provision of the Services to Client (excluding anything embodying the proprietary rights, including Intellectual Property Rights, of Technilium or its Related Entities).

Commencement Date means the date the Client agrees to be bound by the terms of this agreement, by requesting supply of Services and, in doing so, either:

- (a) by clicking "I accept" (or equivalent) where indicated on platform, portal or website for the online terms of service which references these Service Terms;
- (b) providing Technilium with instructions to undertake the Services once having had an opportunity to view the Service Terms.

Confidential Information means, in relation to each party (for the purposes of this definition, **Discloser**), all information disclosed by or on behalf of the Discloser, concerning or relating to:

- (a) the fee and remuneration structure set out in this agreement;
- (b) know-how, trade secrets, ideas, marketing strategies, operational information, technical information and financial information;
- (c) proprietary software tools, business processes, project management methodologies and tools, software testing and verification methods, solution architecture models and solutions;
- (d) its business affairs (including products, services, customers and suppliers); and
- (e) other information, which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential,

but excluding any such information:

- (f) which is publicly known;
- (g) which is disclosed to the other party without restriction by a third party (other than the Discloser) and without any breach of confidentiality by that third party; or
- (h) which is developed independently by other party without reliance on any of the confidential information.

Consequential Loss means any of the following: loss of revenue; loss of profits; loss of opportunity to make profits; loss of business; loss of business opportunity; loss of use or amenity, or loss of anticipated savings; loss of data; special, exemplary or punitive damages; and any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this agreement, including any of the above types of loss arising from an interruption to a business or activity.

Corporations Act means the *Corporations Act 2001* (Cth).

Deliverables means the specific materials which Technilium expressly designates shall be supplied to Client by Technilium.

Ditno Product means the product supplied by Ditno Pty Ltd or their Related Entity, being security products, including any of the following software applications from time to time – network firewall, web application firewall (**WAF**) and WAF proxy as specified in the Quote or otherwise agreed between the parties.



Exceptional Circumstance means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this agreement. Such circumstances include: adverse changes in government regulations; any disaster or act of God, lightning strikes, atmospheric disturbances, earthquakes, floods, storms, explosions, fires and any natural disaster; acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, cyber attacks, viruses or malware, data loss as a result of the actions of a third party; strikes or industrial disputes; materials or labour shortage; and acts or omissions of any third party network providers (such as internet, telephony or power provider).

Fees means the fees payable by Client for the Services.

GST has the meaning given in the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means an event of bankruptcy or insolvency, an assignment for the benefit of creditors, the appointment of a receiver, receiver and manager, provisional liquidator, liquidator and official manager or any similar person to any assets of a person, a failure to comply with a statutory demand, or anything else which occurs which is analogous or has a substantially similar effect, under the laws of any jurisdiction, or the person is otherwise insolvent or unable to pay its debts as and when they fall due.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, circuit layouts, designs, trade marks, know-how, confidential information, patents, inventions, plant breeder's rights and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Liability means any liability, debt or obligation, whether actual, contingent or prospective, present or future, qualified or unqualified or incurred jointly or severally with any other person.

Loss means any loss (including Consequential Loss), claims, actions, liabilities, damages, penalties, fines, settlements, expenses, diminution in value or deficiency of any kind whether direct, indirect, consequential or otherwise.

NetFoundry Product means the product supplied by NetFoundry Inc. or their Related Entity, being a software-as-a-service (SaaS) product enabling global, software-only, application specific networks to operate at scale as specified in the Quote or otherwise agreed between the parties.

New IP means any and all Intellectual Property Rights created in the course of, or connection with, the performance of the Services or this agreement.

Premium Support has the meaning given to that term in the Support and Service Level Schedule, as related to the NetFoundry Product.

Premium Fee means the amount which is 20% of the total Fees payable by the Client.

Personnel means in relation to a party, any Related Body Corporate, Related Entity, employee, officer, agent, contractor, professional adviser of that party.

Quote (if applicable) means a document prepared by Technilium detailing the scope of Services required to be provided by Technilium to the Client and the Fee for those Services, which is agreed by both of the parties.

Related Body Corporate includes any corporation that is deemed to be related to a person by virtue of the provisions of the *Corporations Act*.

Related Entity means a person which is a related entity within the meaning of that term in section 9 of the *Corporations Act*.

Services means the services to be provided by Technilium from time to time during the Term of this agreement and which may include the on-supply of NetFoundry Product and Ditno Product and the Basic Support and Premium Support.

Service Schedule means the document prepared by Technilium detailing the terms of upon which access is provided by Technilium to the NetFoundry Product and Ditno Product.

Support and Service Level Schedule means the standard document detailing the agreed service levels by which Technilium must make all reasonable endeavours to provide the Premium Support to the Client.

Software means and includes all source code, object code and/or macros, modifications and developments of that software, and new releases or versions of that software.

Tax means any present or future tax, levy, deduction, impost, withholding, charge or duty which is levied or imposed by any government body together with any interest, penalty or fine on those amounts.

Tax Invoice means a "tax invoice" compliant with the requirements of the GST Law.

Technilium IP means all Intellectual Property Rights created, owned or licensed by Technilium independently of this agreement, including software architecture, solution models, graphic design content, design ideas and concepts.

Technilium Details means address of 41/3 Box Rd, Taren Point NSW 2229; electronic mail ananda.das@technilium.com.au.

Term has the meaning in clause 1.2.

Third Party Content means any Software, Intellectual Property Rights or material which is owned by a third party and includes (but is not limited to) open source Software.

17.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this agreement to:
- (1) this agreement or another document includes any variation or replacement of it despite any change in the identity of the parties;
 - (2) a person, partnership, corporation, trust, association, joint venture, unincorporated



- body, government body or other entity includes any other of them;
- (3) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this agreement and a reference to this agreement includes any schedule or attachment;
 - (4) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (5) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (6) money is to Australian dollars, unless otherwise stated; and
 - (7) a time is a reference to Western Australia time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
 - (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this agreement.
 - (e) A provision of this agreement must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this agreement or the inclusion of the provision in this agreement.