

ContractsMonitor Master Subscription Agreement

This Agreement governs your access and use of ContractsMonitor and is between Magnetized Markets Pty Ltd (**we, us or our**) and you and, where relevant, any entity on whose behalf you are entering into this Agreement (**you or your**).

By clicking a box indicating your acceptance of this Agreement or by executing an order form referencing this Agreement or by accessing or using ContractsMonitor, you accept and agree to strictly comply with the terms of this Agreement.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "**you**" and "**your**" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

If you register for a free trial of ContractsMonitor, this Agreement also governs your access and use of the service during that free trial.

Unless you have our prior written consent, you must not access or use the service: (a) if you are our competitor; or (b) for the purposes of monitoring the availability, performance or functionality of the service or for any other benchmarking or competitive purposes.

1. Background

- 1.1 We are the developer, owner and licensor of a contract management application known as ContractsMonitor (**the Service**).
- 1.2 Contracts Monitor is provided as software-as-a-service and you access and use the software functionality via the internet using a web browser.
- 1.3 We may from time to time modify the Service's features and functionality. We may amend this Agreement at any time by giving you written notice. Amendments will not operate retrospectively.

2. Accounts and users

- 2.1 You must register for a customer account to use the Service.
- 2.2 You promise that all information you provide during the registration process, and in setting up your account profile and business information, is true and correct and you agree to keep account information up to date at all times.
- 2.3 The individual who registers a customer account on your behalf will be the Customer Administrator responsible for administering your customer account. The administrator can set up additional user logins and determine each user's level of access. Each user login must only be used by one person and must not be shared by multiple people. You are responsible for your users' use of the Service and all of their acts and omissions.

3. Use of ContractsMonitor™

- 3.1 We grant you the right to access and use the Service on the terms and conditions set out in this Agreement.
- 3.2 You must: (a) use the Service for your own lawful internal business purposes; (b) access and use the Service only through a web browser and by no other means; (c) comply with this Agreement and any Acceptable Use Policy (**AUP**) and technical and instructional documentation we publish from time to time; (d) comply with any reasonable directions we issue from time to time.

4. Security

- 4.1 You must, and you must ensure that all your users: (a) keep login details and passwords secure and confidential; (b) regularly change passwords; (c) keep your computer systems, network and internet connectivity secure in accordance with good computer security practices; (d) if you become aware that login details or passwords have been compromised, without delay, notify us and change passwords; and (e) take any other security action we direct from time to time.

5. Usage limits

- 5.1 Your use of the Service may be subject to usage limits, including limits on the number of users or contracts under your account.
- 5.2 You are not entitled to a discount or refund where your use of the Service is below a usage limit. Additional charges may apply for increases to usage limits.

6. Charges and payment

- 6.1 The charges for your use and access of the Service will be set out in the signup process and in fee schedules we publish or provide to you from time to time.
- 6.2 Unless we agree otherwise in writing, charges: (a) will be billed monthly in advance; (b) are to be paid by credit card on an automated recurring payment basis; and (c) are non-cancellable and non-refundable under any circumstances.
- 6.3 We may suspend your access and use of the Service where payment is outstanding at any time (including where payment is declined by your credit card issuer). Where payment is overdue by 14 days or more, we may delete your account, including all users, contracts and data stored under your customer account.
- 6.4 We may modify charges from time to time by giving you written notice provided any changes will not apply in respect of the current billing cycle.

7. Prohibited use

- 7.1 You must not, and must ensure that your users do not: (a) do anything which is intended or reasonably likely to damage, impair, interrupt or interfere with the Service, the computer equipment used to provide the Service or any other person's computer equipment; (b) attempt to access or control the computer equipment used to provide the Service; (c) alter, modify, decompile, disassemble, reverse engineer, sublicense or change the ContractsMonitor™ software or integrate it with or into any other software or create a derivative work from the software by any means; or (d) purport to grant to a third party any right to access or use the Service except as permitted by us.

8. Technical requirements

- 8.1 We may publish or notify you of minimum technical requirements (**Minimum Requirements**) for the access and use of the Service and may revise these from time to time. You must ensure that your computer system, network and internet connectivity meet or exceed the Minimum Requirements.
- 8.2 You acknowledge that: (a) if the Minimum Requirements are not met, the Service may not operate to a satisfactory standard or at all; (b) the Minimum Requirements are designed to deliver only a basic level of system performance; and (c) access to, use of and performance of the Service may be impaired or prevented by a variety of factors beyond our control, including, for example, defects in your computer systems or problems with your internet connectivity.

9. Your Data

- 9.1 You are solely responsible for the content, accuracy and completeness of any information, files or data you enter into ContractsMonitor™ (**Your Data**).
- 9.2 You warrant that you have full authority to enter and use Your Data with the Service and that the use of Your Data will not infringe the rights of any other person or contravene any applicable law.
- 9.3 You retain ownership of Your Data. You grant us the right to copy, reproduce, use, store, communicate or adapt Your Data but only for the purposes of providing the Service (and any related or ancillary services or functionality) to you.
- 9.4 You must maintain backup copies of Your Data. While we maintain safeguards against data loss, we do not promise that Your Data will be secure from loss or damage. We exclude all liability for loss of or damage to Your Data, however caused.
- 9.5 We may, without liability, intercept, remove, alter or prevent access to any of Your Data: (a) that we reasonably believe is unlawful, breaches the right of any person, or contravenes this Agreement or the AUP; or (b) if directed by a regulator, government agency, law enforcement agency or court.

10. Intellectual property rights

- 10.1 The Service includes proprietary software. All intellectual property rights in ContractsMonitor™ is exclusively owned by us. You must not do anything which jeopardises or interferes with our ownership of such intellectual property rights.
- 10.2 If another person claims that the Service infringes their intellectual property rights, we may in our sole discretion: (a) modify the Service so that it no longer infringes; (b) obtain rights to enable you to continue to use the Service; or (c) terminate this Agreement in accordance with clause 11.1..

11. Termination

- 11.1 Either party may terminate this Agreement by giving the other party 30 days' written notice.
- 11.2 Either party may immediately terminate this Agreement by written notice where the other party: (a) breaches this Agreement and fails to remedy the breach within 30 days of receiving notice specifying the breach; or (b) becomes or threatens to become insolvent, bankrupt or subject to any form of external administration
- 11.3 You will be entitled to a pro-rata refund of prepaid charges only where this Agreement is terminated: (a) by us under clause 11.1; or (b) by you under clause 11.2.
- 11.4 Termination of this Agreement does not affect a party's rights in respect of any breach that preceded termination. Clauses 6, 9, 12 and 13 survive termination of this Agreement.

12. Disclaimer and limitation of liability

- 12.1 To the maximum extent permitted by law: (a) we exclude all implied warranties, guarantees and representations of any kind; (b) we do not warrant or represent that the Service will operate continuously, free from faults, errors or interruptions; and (c) we are never liable to you and you release us from any claim for all direct, indirect, consequential or incidental loss, damage, costs, expenses or liability whatsoever and however caused.
- 12.2 Where legislation provides certain rights and remedies in respect of services we provide which cannot be lawfully excluded, our liability in respect of such rights and remedies is limited (where lawfully possible) to: (a) supplying the Service again; or (b) paying the cost of having the Service supplied again.
- 12.3 You are solely responsible for determining whether the Service meets your requirements and is suitable for your business and purposes. To the extent permitted by law, your use of the Service is at your own risk.

13. Indemnity

- 13.1 You must indemnify us and hold us harmless against all loss, damage, costs, expenses, claims and liabilities suffered or incurred by us in connection with: (a) any claim that Your Data, its use, storage, reproduction, communication or adaptation, infringes another person's rights; or (b) your breach of this Agreement.

14. General

- 14.1 This Agreement constitutes the entire agreement and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 14.2 You must not assign this Agreement except with our prior written consent.
- 14.3 You must do everything reasonably required by us to give full effect to this Agreement.
- 14.4 If any provision of this Agreement is illegal or unenforceable it may be severed and the remaining provisions continue in force.
- 14.5 Our failure or delay in exercising a right, power or remedy does not operate as a waiver.
- 14.6 This Agreement is governed by the law of Victoria, Australia.