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## 1. Getting Started

**1.1 This Agreement:** Thank you for choosing CPA Global's proprietary **Software** to assist with your practice management strategy. Access to and use of the Software ordered by you and our **Services** (where applicable) with respect to the Software are governed by this **Customer Licence Agreement (agreement)**. In this agreement, **we** or **us** means CPA Software Solutions (UK) Limited (company number 3376094). Unless the context otherwise requires, capitalised terms have the meaning defined in clause 11 of this agreement.

**1.2 Acceptance:** You acknowledge and agree that you have acquired a licence to access and use the Software subject to the terms and conditions of this agreement. Each **User** accessing the Software is deemed to accept the terms and conditions of this agreement (for and on behalf of you) as follows:

- (a) with respect to use of the Software as an app on a smartphone or other mobile devices, by each User clicking the "I ACCEPT" button; or
- (b) subject to clause 1.2(a), when we accept your order for the Software (the details of which may be set out in a proposal or an order form in a format reasonably required by us).

If you do not agree to all the terms and conditions of this agreement, please do not access and use the Software. For the avoidance of doubt no terms or conditions of yours, including any terms or conditions printed on or referred to in your offer to purchase or order form provided by you will be binding on us or have any legal effect unless expressly agreed to in writing by us.

**1.3 Liaison Officer:** You will need to appoint a liaison officer (**Liaison Officer**) as the primary contact for all matters in relation to the Software, our **Services** (where applicable) and all related matters. The Liaison Officer must have appropriate skills, experience and authority to enable him or her to satisfy his or her responsibilities under this agreement and be available for consultation with us at all reasonable times during **Business Hours**. You will promptly notify us if your Liaison Officer is being replaced.

**1.3 System Requirements:** You must ensure that all equipment, software and the computing environment used to access the Software comply with the **System Requirements**. You will be solely responsible for all computer functionality, operating system and network services in relation to your equipment.

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## 2. Access to the Software

**2.1 Licence:** Upon our acceptance of your order for the Software (the details of which may be set out in an order form in a format reasonably required by us) and provided you are complying with your obligations under this agreement and have paid all Fees, we grant to you from the **Commencement Date** a limited, non-exclusive, non-transferable licence to access and use the Software, the

data and contents made available by the Software and any Reports solely for your internal business purposes for the **Term**.

**2.2 Usage Capacity:** The licence granted under clause 2.1 is limited to access and use of the Software in accordance with the applicable Usage Capacity set out in the order for the Software(s) you have purchased (Licence Package). You must not download, copy, or access the data and contents made available by the Software to an extent that exceed the Usage Capacity for your Licence Package.

**2.3 Monitoring your use:** You agree that we will monitor your use of the Software to assess your compliance with clause 2.2. If you have exceeded your use and access of the Software by the Usage Capacity, we may, at our discretion:

- (a) immediately suspend your access to the relevant Software for a period until a resolution is achieved to our reasonable satisfaction; and/or
- (b) require you to pay the appropriate Licence Fee for the Usage Capacity for the remainder of the subscription and any future subscription periods.

**2.4 Source Code:** The Software is either web-based or may be made available as an app on a smartphone or other mobile devices. You acknowledge that none of its source code will be made available to you.

**2.5 Hosting:** Subject to the terms of this agreement, we or our contractor will host the Software and make it available for access at the **Software Web Address**, as applicable. We will use our best efforts to provide you with access to the Software with a service availability of 95% uptime. You should be aware and agree that access to and use of the Software may be temporarily suspended for scheduled or urgent server maintenance work. We will endeavour to give you at least 2 days' notice for any scheduled maintenance sessions and where practicable notify you in relation to any urgent maintenance services. We will use reasonable endeavours to conduct the maintenance services outside Business Hours.

**2.6 Client Data:** You may, where applicable, enter **Client Data** into the Software. You are solely responsible for the accuracy and completeness of all Client Data and all **Reports** you create using the Client Data. You are responsible for the backup of all Client Data and Reports. We take no responsibility for loss of Client Data and Reports relating to or arising from the use of the Software.

**2.7 User Name and Password:** To access the Software, you will need a unique user name and password. We will issue you one username and one password for the Software for each User. Please ensure the user names and the passwords are kept safely. You are entirely responsible for any misuse or abuse of any user names, passwords or other log in details by any person.

**2.8 Your access and use:** For the **Filing Analytics** Software, you agree that we collect data in relation to your organisation's activity during your use of or access to the Software. Such data may be made available by us to another user of the Software. This may or may not include

the identity of your organisation, depending on your Licence Package. For the avoidance of doubt, no personal information of individual users will be disclosed to another party.

**2.9 Internal Supervision:** You must supervise and control the use of the Software in accordance with this agreement and ensure all Users are made aware of and comply with the agreement. You must immediately notify us in writing of any actual or suspected unauthorised use or disclosure of any user names, passwords or other log in details in relation to the Software.

**2.10 Restrictions on Use:** You must not and you must ensure all Users gaining access to the Software do not, (even after the termination or expiry of this agreement):

- (a) acquire, download, reproduce, or install the Software, in whole or in part, on any computer equipment or device other than in the course of use permitted under this agreement;
- (b) use any process, software or tool to copy, extract, crawl or scrape the data and contents made available by the Software, or otherwise download or copy such data and contents in a manner that is excessive to the ordinary use by your business;
- (c) sell, lease, license, sub-license, rent, loan, timeshare, encumber, distribute or otherwise transfer the Software or the data and contents made available by the Software, in whole or in part, to any other person;
- (d) unless expressly agreed by us, use the Software or the data and contents made available by the Software, in whole or in part, to provide outsourcing or computer bureau services, or in any application or for any purpose requiring continuous or fail-safe operation for the avoidance of personal injury, death or illness of any person;
- (e) decompile, disassemble, reverse engineer, attempt to derive the source code for, modify, adapt, translate or copy the Software, in whole or in part;
- (f) provide, disclose, divulge, make available to, or permit use of the Software or the data and contents made available by the Software, in whole or in part, by any unauthorised third party;
- (g) develop any software or create derivative works based upon the Software, the data and contents made available by the Software or our **Confidential Information**;
- (h) disclose any file (other than Reports) or any part of the Software to any person who is not a User, or allow them to be used for any purpose;
- (i) to the extent any username or password is issued for access to the Software, disclose any such user name or password to any person who is not a User, or allow them to be used for any purpose;

(j) remove, tamper with, seek to override or otherwise interfere with any security or technological protection measure forming part of the Software; or

(k) alter, remove, obliterate, or obscure from view any copyright, trade mark or confidentiality notice or legend appearing on or within the Software

**2.11 Updates:** We may, at our discretion, release **Updates** for the Software from time to time at no additional charge. Use and access to all Updates are subject to this agreement.

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## 3. Services

**3.1 Support Services:** We will provide you with the **Support Services** for the relevant Software. Such Support Services are included in the Licence Fee. Any services performed by us outside of the scope of the Support Services will be charged in accordance with our Additional Services Rates.

**3.2 Additional Services:** We may provide **Additional Services** as agreed between you and us at the **Additional Services Rates** from time to time. All performance of Additional Services, including delivery of outcomes and ownership of and rights to Intellectual Property with respect to the Additional Services are subject to this agreement, unless agreed between you and us in writing.

**3.3 Requests for Services:** All requests for Services must be made to us by your Liaison Officer. Services will be delivered to your Liaison Officer or other agreed persons.

**3.4 Performance:** All Services will be performed by us in accordance with this agreement and to a standard of care and diligence in accordance with accepted industry practice and all applicable laws and regulations. We may subcontract the supply (in whole or in part) of our Services.

**3.5 Services Exclusions:** Our obligations to perform our Services (unless agreed by us with respect to the performance of Additional Services) and other obligations under this agreement do not include the correction of errors, defects or problems caused by:

- (a) your fault or negligence or the fault or negligence of any person acting on your behalf;
- (b) improper or unauthorised use of the Software;
- (c) any modifications or alterations of the Software other than by us;
- (d) causes external to the Software such as, but not limited to, power failure, electric power surges or a **Force Majeure** event;
- (e) your failure to comply with any reasonable guidelines, instructions, documentation or training provided by us;
- (f) any fault, defect, omission or error in any data, software or equipment not supplied by us (including your equipment);
- (g) any failure arising out of any network (including the internet) or communications; or
- (h) use of the Software with any software or equipment not approved or recommended by us, or in a manner

or for a purpose in breach of this agreement or not reasonably contemplated by this agreement.

- 3.6 Supply of Services to Third Parties:** Except for our confidentiality obligations outlined in clause 7.2, nothing in this agreement restricts our right to provide access to any of the Software, consultancy, design, research and development or other services to any other persons.

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## 4. Assumptions and Limitations

- 4.1 Acknowledgments on Assumptions:** The Software, our Services, all Reports and other outputs generated by the Software or our Services are subject to some important assumptions and qualifications, as set out in this clause 4.

- 4.2 Software:** You acknowledge and agree that any Reports and outputs generated by the Software and related Services are:

- (a) only intended to provide high level information on the subject matter and must not be used as the sole or primary basis for making business or legal decisions (including on behalf of your clients);
- (b) subject to the availability of data from our third party data sources and must not be treated as exhaustive;
- (c) subject to the accuracy, form and nature of the data captured by the Software from public and other third party databases. The data and information captured by the Software or contained in the Reports have not been separately confirmed or verified by us;
- (d) subject to any lag time for our third party data sources to capture relevant data. For example, some applications for registered intellectual property rights may not be captured for up to six months; and
- (e) subject to important limitations assumptions and qualifications from our third party data sources and are therefore provided to you subject to such limitations, assumptions and qualifications.

- 4.3 No liability:** To the extent permitted by law, we expressly exclude all liability (however arising and whether direct or indirect) to the extent it arises out of or in connection with the matters specified in this clause 4, including your use for such purposes or your reliance on such estimates or results.

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## 5. Fees

- 5.1 Fees:** We will invoice you for the Fees as follows:

- (a) when you access and use a Software on a per use basis, the Licence Fee will be invoiced and payment collected at the time of order;
- (b) when you purchase an annual or monthly subscription to access and use the Software, the annual or monthly Licence Fee will be invoiced on the Commencement Date and upon each annual or calendar month anniversary during the Term;

(c) the amount of Licence Fee with respect to a Software will depend on the Licence Package (for Filing Analytics and Citation Eagle); and

(d) our charges for any Additional Services will be invoiced monthly or, where agreed separately with you in writing, at the time of our agreement to provide the Additional Services, in the manner and at the time agreed.

- 5.2 Payments:** Other than with respect to clause 5.1(a) and unless otherwise agreed by us, you agree to pay the full invoiced amount within 14 days of the date of the relevant invoice. All payments must be made in Australian currency using bank draft made payable to CPA Software Solutions (UK) Limited or direct deposit into our nominated bank account, or in such other currency or by such other payment method as indicated on the relevant invoice. We reserve the right to charge interest on any overdue payments or suspend access to the Software and the provision of our Services until all outstanding amounts are paid. Where applicable, we charge a small foreign exchange rate on top of the daily exchange rate when calculating fees in other currencies to the Australian currency.

- 5.3 Review:** We may at our discretion increase the Fees but not during the initial twelve (12) months of the Term (unless otherwise agreed) and thereafter not more than once every twelve (12) months. If you do not agree to the increase in Fees, you may terminate this agreement by written notice.

- 5.4 Goods and Services Tax:** All Fees are not refundable and are exclusive of any applicable GST or value added taxes or any other levies or charges that may be imposed by an authority of your jurisdiction (**Taxes**). Upon our request, you must pay or reimburse to us any amounts payable on account of Taxes levied upon or arising out of the supply of the Software or any Services by us to you.

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## 6. Intellectual Property

- 6.1 Background Intellectual Property:** You acknowledge that (as between you and us) all **Intellectual Property** in and to the Software, the data and contents made available by the Software (other than Client Data and subject to clause 6.3, the Reports) and all trade marks (registered and unregistered) used, acquired or developed by us in connection with the Software or Services (collectively, **Background Intellectual Property**) belong to us. Apart from the permitted use under this agreement, you acquire no right, title or interest in or to any of above by virtue of this agreement.

- 6.2 Client Data:** As between you and us, you will retain all rights with respect to the data you insert into the Software (Client Data) and will be responsible for obtaining all necessary permissions, authorisations, licences and consents in relation to the provision to and use of all Client Data. You grant to us a non-exclusive, royalty-free licence (including the right to sub-license) to use, copy, modify and reproduce the Client Data for the purpose of performing this agreement. You agree that we may use the Client Data outside the scope of this agreement, provided that the Client Data is in a de-identified form.

- 6.3 Reports:** If any Report is generated as a result of the use of the Software, the Report and all copyright in the Report, other than copyright that forms part of our Background Intellectual Property, will, subject to payment of the Licence Fee for the relevant Software by you under this agreement, become your property upon delivery. To the extent that any of our Background Intellectual Property is incorporated in the Report, you are granted the right to use such Background Intellectual Property in conjunction with the Report for your own business purposes or for such other purpose as is expressly agreed in writing by us.
- 6.4 Developed Intellectual Property:** Subject to clauses 6.2 and 6.3, all other Intellectual Property created, conceived, developed or reduced to practice in the course of the performance of our Services (including any Additional Services) vests in and is assigned to us with effect from its creation.
- 6.5 No Challenge:** To the extent permitted by law, you agree not to take any action, and not to assist any person to take any action that may jeopardise, limit, challenge or interfere with our ownership of or rights with respect to the Software or our Intellectual Property pursuant to the "Background Intellectual Property" or "Developed Intellectual Property" provisions under this clause 6.
- 6.6 Infringement:** You agree to notify us immediately if you receive any claim that the use of Software infringes the rights of a third party. Without limiting any other provision of this agreement, if the Software infringes the Intellectual Property rights of any third party, we may at our discretion, modify or re-work the Software so that such infringement is removed; procure the right for you to continue enjoying the benefit of the Software in accordance with this agreement; or terminate this agreement upon immediate written notice to you (where we do so, this will be our sole liability to you to the extent permitted by law).

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## 7. Privacy, Data Protection, Confidentiality and Use of Name

- 7.1 Privacy:** You agree that we will collect, use, handle and disclose any personal information you provide or disclose to us (including personal information that you disclose to our agents or sub-contractors acting on our behalf) in accordance with our Privacy Policy.
- 7.2 Data Protection:** The additional Data Protection provisions in Annex 1 shall apply to this agreement.
- 7.3 Confidentiality:** Each of you and us must, in relation to the other party's Confidential Information:
- (a) keep the Confidential Information in strict confidence and not provide, disclose, divulge or make available to or permit use of any part of such Confidential Information by any other person (unless legally compelled to do so by any judicial or administrative body);
  - (b) only permit access to the Confidential Information to those employees and, in our case our sub-contractors or agents, who must have such information for the

performance for their duties and ensure such employees, sub-contractors and agents comply with the confidentiality requirements set out in this agreement;

- (c) use the Confidential Information only for the purpose set out in this agreement; and
- (d) at the other party's option, immediately cease use of, deliver to the other party or destroy all documents and other materials in any medium in its possession or under its control which contain or refer to any Confidential Information on the earlier of demand by the other party, expiry or termination of this agreement for any reason.

- 7.4 Use of Name:** You agree that we, and our group companies may refer publicly to the fact that you are a user of the Software in any press release, advertising or other promotional material.

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## 8. Limitation of Liability

- 8.1 Prescribed Terms:** Nothing in this agreement excludes, restricts or modifies the application of any legislation which by law cannot be excluded, restricted or modified.
- 8.2 No Warranty:** Subject to clause 8.1 and to the extent permitted by law, all representations, warranties, guarantees, terms and conditions which would otherwise be implied or imposed in this agreement in connection with the Software, our Services or otherwise relating to the performance of our obligations under this agreement, or any other goods or services supplied or to be supplied by us under this agreement, are excluded (including any warranty with regard to merchantability, durability, fitness for purpose, or non-infringement of third party rights). Without limiting the foregoing, we will have no obligation to make corrections, repairs or replacements for any goods or services supplied under this agreement where any error, failure or defect, results in whole or in part, from causes specified in our Services Exclusions under clause 3.5.
- 8.3 Exclusions:** To the extent permitted by law, we do not warrant that the Software will be error free or that their access or use will be uninterrupted, will operate in combination with other software or any particular equipment or system, or will provide any function (other than as communicated by us to you in writing from time to time).
- 8.4 Limitation of Liability:** Without limiting the generality of this clause 8:
- (a) we will not be liable to you for any special, indirect or consequential loss or damage, any loss of profit or business opportunity, any business interruption or loss of business information arising out of or relating to this agreement, including claims arising out of the use, not being able to use or any delay in using the Software or Services, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise;

- (b) to the extent permitted by law, our liability for any claim arising from a breach of any term or condition implied or imposed by statute which cannot by law be excluded is limited, at our option, to the repair or replacement of the goods, the cost of repairing or replacing the goods, the re-supply of those services or the payment of the cost of re-supplying those services; and
- (c) our aggregate liability under or in relation to this agreement however arising, including under contract, tort (including negligence), under statute or otherwise, arising out of any act, omission or event or connected series of acts, omissions or events will not exceed the amount of Fees paid by you to us in the 12 months prior to us being notified of such act, omission or event, and for all acts, omissions and events whenever occurring will not exceed in aggregate the total amount of Fees paid by you to us under this agreement.

**8.5 Indemnity:** You indemnify and hold us and our respective officers, directors, employees and agents harmless for any loss, claim, damage, liability, action, settlement award, judgment, expense (including reasonable legal fees and costs and any other legal or other expenses incurred by any of them in investigating or defending any actions or threatened actions) of whatsoever kind or nature and howsoever arising that we might suffer as a result of a breach of this agreement or any unauthorised use of the Software by you.

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## 9. Termination

**9.1 Term:** This agreement commences on the Commencement Date and continues until:

- (a) where you order to access and use a Software on a per use basis, all relevant Reports have been provided to you; or
- (b) where you purchase an annual or monthly subscription to access and use the Software, subject to clause 9.2, the expiry of twelve (12) months or the relevant calendar month (as applicable) from the Commencement Date,

unless it is terminated in accordance with its terms.

**9.2 Renewal:** Other than with respect to clause 9.1(a), this agreement is automatically renewed for subsequent terms of twelve (12) months or, where applicable, each calendar month upon the expiry of the initial term or a subsequent term, unless a party provides at least three (3) months' written notice for an annual licence or 30 days' written notice for a monthly licence prior to the expiry of the then current term.

**9.3 Non-Payment:** We reserve the right immediately to terminate the licence granted to you under clause 2.1, or suspend your use of the Software, by notice to you effective on receipt, if you fail to remit a payment of Licence Fees when due.

**9.4 Termination for Breach:** This agreement may be terminated by a party by immediate written notice if the other party is in breach (other than a trivial breach causing

no material harm); and where the breach is capable of remedy, the party in breach fails to remedy the breach within 30 days of written notice from the other party.

**9.5 Termination for Insolvency:** We may terminate this agreement by immediate written notice to you if you are unable to pay your debts as they fall due, if you appoint an administrator, make or commence negotiations with a view to making, a general re-scheduling of your indebtedness, a general assignment, scheme of arrangement or composition with your creditors, or seek or are granted protection from your creditors, under any applicable legislation.

**9.6 Consequences of Termination:** On termination or expiry of this agreement for any reason, all licences granted under this agreement terminate and all Fees and other payments paid to us remain our property. You further agree to pay to us the following within 10 Business Days:

- (a) all Fees accrued or due but unpaid including any Fees accrued for any use that exceeded your Usage Capacity as per your Licence Package; and
- (b) any costs which have been incurred or for which we are committed in relation to this agreement,

up to and as at the date of termination or expiry.

**9.7 Surviving clauses:** Clauses 2.10 (Restrictions on Use), 4 (Assumptions and Limitations), 6 (Intellectual Property), 7 (Privacy, Confidentiality, and Use of Name), 8 (Limitation of Liability) and 9.6 (Consequences of Termination) survive termination or expiry of this agreement for any reason.

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## 10. General

**10.1 Entire Agreement:** This agreement constitutes the entire agreement between you and us with respect to this subject matter and supersedes and replaces all prior agreements and understandings between you and us relating to that subject matter. No part of this agreement is to be construed to the disadvantage of a party because that party was responsible for its preparation.

**10.2 Amendment:** This agreement may only be modified by written agreement signed by both parties.

**10.3 Assignment:** You may not assign or transfer your rights or obligations under this agreement unless with our prior written consent (which may be granted or withheld at our sole discretion).

**10.4 Contractors:** The relationship of the parties under this agreement is one of independent contractors and not of employment, partnership, joint venture, trustee and beneficiary, or principal and agent.

**10.5 Notices:** All notices under this agreement must be in writing and sent by post at Head of Legal, CPA Software Solutions (UK) Limited, 55 King William Street, London EC4R 9AD United Kingdom with a duplicate emailed to [contracts@cpaglobal.com](mailto:contracts@cpaglobal.com).

**10.6 Severance:** If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this

agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.

- 10.7 No Waiver:** Any delay or failure by us in enforcing our rights under this agreement is not to be construed as a waiver of those rights.
- 10.8 Assurance:** Within a reasonable time of request by a party, the other party must, at its own expense, do all things (including executing documents) reasonably necessary to give full effect to this agreement.
- 10.9 Force Majeure:** If the performance of this agreement or any obligations under this agreement (except for the making of required payments) is prevented, restricted, or interfered with by reason of Force Majeure, the affected party, upon giving prompt notice to the other party, is excused from such performance to the extent of such prevention, restriction, or interference. The affected party must use its best efforts to avoid or remove the Force Majeure or to limit the impact of the event on its performance and must continue performance with the utmost dispatch when the Force Majeure is removed.
- 10.10 Governing Law:** This agreement is governed by the laws of England and, the parties submit to the non-exclusive jurisdiction of the courts of England. Service of any legal process may be effected on a party by forwarding that legal process as if it were a notice given under this agreement.

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## 11. Interpretation

- 11.1 Dictionary:** In this agreement, unless the context otherwise requires, capitalised or highlighted terms have the following meanings:

**Additional Services** means services other than the Support Services and may include any services carried out by us or our agents at your request which is determined to have resulted, in whole or in part, from a cause set out in our Services Exclusions set out in clause 3.5 and any other services agreed between you and us to be provided under this agreement.

**Additional Services Rates** means the then current additional services rates notified by us to you from time to time.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in New South Wales, Australia, or in the place where a party principally carries out its business, as applicable.

**Business Hours** mean 9:00am to 5:00pm on Business Days.

**Citation Eagle** means a software that provides data analysis of intellectual property databases in identified jurisdictions with respect to patent filing activity, including citations of registered patents and patent applications.

**Client Data** means all content, data and information provided by you and entered into the Software licensed under this agreement.

**Commencement Date** means the date on which your access to the Software is enabled.

**Confidential Information** means all know-how, technical and financial information, and any other commercially valuable or sensitive information in whatever form, including inventions (whether or not reduced to practice), trade secrets, methodologies, algorithms, formulae, graphs, drawings, samples, devices, models and any other materials or information of whatever description, which a party regards as confidential, proprietary or of a commercially sensitive nature. For the avoidance of doubt, our Confidential Information includes the terms of this agreement, the terms of any proposals submitted to you in relation to the provision of the Software and the Services and all information in or relating to the Software.

The following are exceptions to such information:

- (a) information which is lawfully in the public domain prior to its disclosure to the recipient party by the other party;
- (b) information which enters the public domain other than as a result of an unauthorised disclosure;
- (c) information which is or becomes lawfully available to the recipient party from a third party who has the lawful power to disclose such information to the recipient party on a non-confidential basis (as shown by contemporaneous written records); and
- (d) information which is rightfully known by the recipient party (as shown by contemporaneous written record) prior to the date of disclosure.

**Fees** means any fees payable by you under this agreement, which includes the Licence Fee and any fees for the Additional Services.

**Filing Analytics** means a software that provides data analysis of intellectual property databases in identified jurisdictions with respect to patent activity undertaken by intellectual property professionals.

**Force Majeure** means an act of God, fire, lightning, explosions, flood, subsidence, terrorist act, insurrection or civil disorder or military operations, communications infrastructure failure, government or quasi-government restraint, expropriation, prohibition, intervention, direction or embargo, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences or authorities, strikes, lock-outs or other industrial disputes of any kind and, any other cause whether similar or not to the foregoing, outside of the affected party's control.

**GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

**Intellectual Property** means statutory and other proprietary rights in respect of copyright and neighbouring rights, future copyright, all rights in relation to inventions, patents, plant varieties, registered and unregistered trade marks, registered and unregistered designs, circuit layouts

and rights to require information be kept confidential, but does not include moral rights that are not transferable.

**Licence Fees** means, with respect to the relevant Software, the fees payable for accessing and using the Software for the Term.

**Licence Package** means, with respect to Filing Analytics and Citation Eagle, a package offered by us which consists of a licence to use and access to the Software:

- (a) up to the **Usage Capacity**; and
- (b) with features specified in your subscribed level of Licence Package, including On Demand, Standard, or Premium package,

for a specified amount of Licence Fee.

**Privacy Policy** means our Privacy Policy, relating to the privacy of customer data available at our Trust Centre at [www.cpaglobal.com/trust-centre](http://www.cpaglobal.com/trust-centre) or such other website address as may be notified and with such contents as may be amended from time to time by us at our sole discretion.

**Report** means any output or report generated through use of the Software.

**Services** means the Support Services and the Additional Services, or any of them.

**Software** means the relevant software or applications, whether web based or otherwise, licensed to you under this agreement, as applicable, including:

- (a) Filing Analytics; or
- (b) Citation Eagle,

and including any Updates or documentation for such Software made available to you by us under this agreement.

**Software Web Address** means, with respect to each Software below, the following web address and as amended and notified by us to you from time to time:

- (a) for **Filing Analytics**, <https://filinganalytics.io/>; and
- (b) for **Citation Eagle**, <https://citationeagle.com/>

**Support Services** means, unless otherwise agreed between you and us, support services provided in the form of a "help desk" with a contact point to be reached by email in relation to the Software during Business Hours during the term of the relevant licence to the Software.

**System Requirements** means the minimum requirements for computers, handheld devices, software, bandwidth and integrations for accessing the Software specified by us from time to time.

**Term** means the term of this agreement commencing on the Commencement Date and expiring or terminated in accordance with clause 9.

**Updates** means any modifications, enhancements, improvements, or revisions to the Software, including updates to improve their performance or correct errors, to comply with changes to industry guidelines or technological

enhancements, but does not include new versions of the Software which have altered functional characteristics.

**Usage Capacity** means, in relation to **Filing Analytics** and **Citation Eagle**, the limitation placed on the extent of use and access of such Software by you prescribed by us in accordance with the relevant Licence Package, the determination of such Usage Capacity will depend on:

- (a) the size of your organisation including the number of patent attorneys (or users) at your organisation;
- (b) the number of patents under management at your organisation; and
- (c) the daily or weekly average of ordinary use for an organisation with similar size and patent portfolio.

**User** means each person, including employees, consultants and agents, who is permitted to access or use the Software by you and accesses or uses the Software under the authority or control of you.

**11.2 Interpretation Principles:** In this agreement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a person includes a corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;
- (c) a statute or regulation includes an amendment, replacement or re-enactment of that statute or regulation;
- (d) 'including' and similar words are not words of limitation;
- (e) a reference to currency is to Australian currency; and
- (f) headings are for convenience only and do not form part of this agreement or affect its interpretation.

## ANNEX 1

### 1. DATA PROTECTION ANNEX

1.1 In this Annex the following terms shall have the following meanings:

**Applicable Data Protection Laws** means all national, international and local laws, regulations and rules by any government, agency or authority relating to data protection and privacy which are applicable to CPA Global or the Customer, including but not limited to The General Data Protection Regulation (Regulation (EU) 2016/679), (GDPR);

**Data Subject** means a natural person, who can be identified, directly or indirectly, in particular by reference to an identifier;

**Personal Data** means any information relating to a Data Subject such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**Sub processor** means any processor engaged by CPA Global (or by any of our other sub processors) who agrees to receive from us (or from any of our other sub processors) personal data exclusively intended for processing activities to be carried out on behalf of you;

1.2 If we process any Personal Data on your behalf when performing our obligations under the agreement, you agree that the intention is that you shall be the data controller and we shall be a data processor for the purposes of the Applicable Data Protection Laws. For the avoidance of doubt, you agree that we also process Personal Data for certain internal purposes, such as risk management and quality reviews, internal financial accounting, information technology and other administrative support services. Where we are processing Personal Data for our own internal purposes, we are acting as a data controller, and not a data processor.

1.3 The subject-matter, duration and the nature and purpose of the processing are set out within this agreement and any applicable order. The type of personal data we shall process shall be low risk, (being not of a special category) Personal Data relating to Data Subjects that is required to fulfil the Services set out within this agreement.

1.4 Where we are acting as your data processor;

- i. You acknowledge and agree that the Personal Data may be transferred or stored outside the EEA in order for us to fulfil our obligations under the agreement. Such transfers will take place in accordance with Applicable Data Protection Legislation;
- ii. You warrant that you are entitled to transfer the Personal Data to us so that we may lawfully use, process and transfer the Personal Data in accordance with the Agreement on your behalf and as instructed;
- iii. You shall ensure that the relevant data subjects and third parties have been informed of, and where relevant, have given their consent to, such use,

processing and transfer as required by all Applicable Data Protection Laws;

- iv. We shall process the Personal Data in accordance with the terms of this agreement and any lawful documented clear instructions reasonably given by you from time to time;
- v. We shall both take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage;
- vi. We shall ensure that our staff, who are authorised to process the Personal Data on your behalf shall commit themselves to confidentiality, or will be under an appropriate obligation of confidentiality;
- vii. You give us general authorisation to engage a Sub processor to process Personal Data as part of the Services. A list of the Sub processors is available on our Trust Centre at [www.cpaglobal.com/trust-centre](http://www.cpaglobal.com/trust-centre) which shall be updated from time to time with any changes concerning the addition or replacement of Sub processors, thereby giving you the opportunity to object to such changes;
- viii. Where we engage another processor to carry out specific processing activities on your behalf, the same or substantively similar data protection obligations as set out between us shall be imposed on that Sub processor by way of contract;
- ix. We shall notify you if we receive a request by a Data Subject exercising their rights in relation to Personal Data, including but not limited to requests for access, rectification, erasure, restriction of processing, portability and objections to processing based on automated decision making, and will cooperate with you to allow you to respond to such requests;
- x. We shall notify you as soon as reasonably possible and without undue delay of us becoming aware of a Personal Data breach, as defined in Applicable Data Protection Laws, relating to Personal Data processed as part of the Services;
- xi. We shall assist you to comply with requirements relating to notification of Personal Data breaches to a supervisory authority, communication of Personal Data breaches to data subjects, data protection impact assessments and prior consultations with a supervisory authority, taking into account the nature of processing and the information available to us;
- xii. At your written request, we shall delete or return all of the Personal Data to you after the end of our agreement relating to processing, and delete existing copies from our records, unless a relevant legal, regulatory or standard business practice requires storage of the Personal Data;
- xiii. We shall make available to you all information necessary to demonstrate compliance with the data protection obligations set out in this Annex 1, and allow for and contribute assistance to such audits, including inspections, conducted by you or another auditor mandated by you. Such audits, including inspections,

shall be limited to one per year and shall be conducted with no less than 30 Working Days prior written notice;

- xiv. You shall ensure that any audit, including inspection, conducted pursuant to this Annex 1 will, not disrupt our business; be conducted during business hours; not interfere with the interests of our other customers and not exceed a period of two successive business days
- xv. In conducting any audit pursuant to this Annex 1, you (or your auditor) will comply with the confidentiality obligations as set out in this agreement and our health and safety and security policies in place at the time.

- 1.5 If we can demonstrate compliance with the obligations set out in this Annex 1 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you comply with appropriate confidentiality obligations as set out in this agreement and shall not use such audit report for any other purpose), you agree that you will not conduct an audit under this Annex 1.

Excluding fines levied by a data protection authority pursuant to the Applicable Data Protection Laws, you shall indemnify us against any claim made, or proceedings taken, against us acting wholly upon your instructions, claiming or alleging that our processing of any Personal Data as data processor for you infringes a data subject's rights under any Applicable Data Law