FORM OF AGREEMENT BETWEEN EXPEDE PTY LTD AND {COMPANY}

EXFA-C{COMPANY}-0001

AN AGREEMENT made {date}

Exercised through online Registration & Acceptance processed by {name} who has confirmed that:

1. {name} has the authority to enter into this **AGREEMENT** on behalf of {company};
2. Has accepted the **AGREEMENT** for access to Expede Software **PLATFORM**, **SERVICES** and **SUPPORTING SERVICES** EXLS-C6000-002
3. Microsoft Active Directory Administration consent has been granted for all users in {company} Microsoft Active Directory.
4. Has registered and confirmed the following

BETWEEN

EXPEDE PTY LTD (ABN: 34 115 009 366) of Level 4, 16 St. Georges Terrace, Perth, Australia WA6000. In the state of Western Australia (the **PROVIDER**)

AND

{COMPANY LEGAL NAME} with Registration Number: {COMPANY REGISTRATION NUMBER}

Of {COMPANY ADDRESS} (the **CUSTOMER**)

TERM:

The **TERM** of this **AGREEMENT** is defined within the **AGREEMENT** from the date of the execution of this **FORM OF AGREEMENT**.

RECITALS

The **CUSTOMER** wishes to contract for a licence of Expede **PLATFORM** and to receive the **SERVICES** and **SUPPORTING SERVICES**

1. **CONTRACT**

   The Contract comprises:

   - This **FORM OF AGREEMENT**;
   - Standard contract terms & conditions for **licence of Expede PLATFORM and access to SERVICES and SUPPORTING SERVICES (EXLS-C6000-002)**
     - **ORDER FORM**s;
     - **SERVICE LEVEL AGREEMENT**;
     - **PLATFORM SPECIFICATION**;
     - **SERVICES SPECIFICATION**;

- o **ASSOCATED SERVICES SPECIFICATION**; and
- o **ACCEPTABLE USE POLICY**.

With the following options if executed:

- Outlook Plug-in Supplemental Licence (if executed);
- MASS Uploader Supplemental Licence (if executed);
- Customisation Terms (if executed); and
- Consultancy Agreement (if executed).

In this Contract, unless the context otherwise requires, a word or expression has the same meaning set out in the Standard contract terms & conditions for licence of Expede **PLATFORM** and **SERVICES** and **ASSOCIATED SERVICES**.

If there is any ambiguity, inconsistency, or conflict between the provisions of any documents referred to above then, unless otherwise stated, the documents take precedence in the above order.

The Contract constitutes the entire, final and concluded agreement between the **PARTIES**. It supersedes all previous arrangements, correspondence, tenders, representations, proposals, understandings and communications whether oral, written or otherwise.

2. **BASIC ARRANGEMENTS**
   a. The **PROVIDER** must provide a **PLATFORM** licence and carry out the **SERVICES** and perform the Contract in accordance with and to the standard of and in the time and manner required by the Contract;
   b. The **CUSTOMER** agrees to pay **PROVIDER** the invoice sum as defined in the **ORDER FORM**.

3. **COMMENCEMENT**

   The **EFFECTIVE DATE** of this Contract

4. **SERVICES OF NOTICES**

   Except as otherwise stated in the Contract any **NOTICE** required to the Contract must be in writing, and either sent by tracked email, through the Customer Portal, registered post or delivered by hand under transmittal.

   A **NOTICE** to the **CUSTOMER** must be addressed to the **CUSTOMER** at the following address or such other address as may be notified:

   {company representative name}

   {company presentative email}

   {company representative phone number}

   {Company}

   {company address}

A **NOTICE** to **PROVIDER** must be addressed to the **PROVIDER** at the following address or such other address as may be notified:

FORM OF AGREEMENT Number

EXPEDE Pty Ltd.

Level 4, 16 St. Georges Terrace, Perth, WA6000 Australia

Notice@expede.net

A **NOTICE** sent by registered mail or delivery by hand under transmittal is effective upon receipt.

A **NOTICE** sent by tracked email is effective upon receipt, provided that if it is transmitted outside normal business hours, or on a Saturday, Sunday or public holiday, it is effective on the opening of business in the next business day at the place of receipt.

If {Company} has entered into this **AGREEMENT** by mistake or if {name} is not authorised to act on behalf of {company} then please contact support@expede.net within 48 hours of receipt of this **FORM OF AGREEMENT**.