



ASSET
MANAGEMENT
ENGINEERS

OLI™ and CPMS™

SOFTWARE-AS-A-SERVICE (SaaS) and
END USER LICENSE AGREEMENT (EULA)
TERMS AND CONDITIONS

E admin@asseteng.com.au
asseteng.com.au

Head Office - Perth
Unit 4, 44 Belmont Ave
Belmont WA 6104
P (08) 9466 7444

Kalgoorlie
Unit 2, 2 Clements Way
Boulder WA 6432
P (08) 9091 3553

BUSINESS ASSURANCE
INSPECTIONS • CONSULTING • TRAINING

TABLE OF CONTENTS

1. LICENCE.....	3
2. AGREEMENT LENGTH	3
3. FEES AND Payment	4
4. USE OF SERVICES AND RENEWALS	4
5. Customer training, TRAINING SERVICES AND TECHNICAL INFORMATION.....	4
6. THE SERVICES.....	5
7. MAINTENANCE, UPDATES, CHANGES TO THE APPLICATION and Software	6
8. ACCOUNTS and PermitTed Users	6
9. CUSTOMER’S OBLIGATIONS	7
10. AME’S OBLIGATIONS	7
11. Confidentiality	8
12. PRIVACY	8
13. DATA	8
14. INTELLECTUAL PROPERTY	9
15. WARRANTY	9
16. Limitation of liability	9
17. INDEMNITY	10
18. TERMINATION.....	10
19. Dispute Resolution	11
20. General	11
21. INTERPRETATION	13

BACKGROUND

- A. AME owns all rights in the Services and Documentation.
- B. The Customer wishes to obtain a licence from AME for it and its Permitted Users to use the Services and which may include web-based access to the Services through a Server hosted by AME.
- C. AME has agreed to provide the Customer with the following in accordance with the terms and conditions of this Agreement:
 - (i) a non-transferable, non-exclusive licence to use the Services;
 - (ii) web-based access to the services located on the Server; and
 - (iii) various other services incidental to the above,
 - (iv) during the Term and any Renewal Period.

OPERATIVE PROVISIONS:

1. LICENCE

1.1 Grant of Licence

Subject to the terms and conditions of this Agreement and in consideration of payment of the Fees, AME grants to the Customer and its Permitted Users a non-transferable, non-exclusive and revocable licence to access and use the Services (including accompanying Documentation) purchased by Customer.

1.2 Restrictions on Use

The grant of the licence in clause 1.1 is subject to the following restrictions:

- (a) The Customer will only allow the Services and the Documentation to be used by any Permitted User for the purpose of the Customer's business and for no other purpose.
- (b) The Customer must take all reasonable precautions to ensure the security of access to the Services and must not, under any circumstances, allow any third party or any person other than as Permitted User to access or use the Services or Documentation for any purpose without the prior written consent of AME.
- (c) The Customer agrees to inform AME immediately if it becomes aware of any unauthorised use of the Services or Documentation by any person.

1.3 Permitted Copies

- (a) Where Documentation is provided to the Customer or Permitted User, the Customer may make such additional copies of the Documentation as the Customer reasonably requires for use by a Permitted User at the Customer's usual place of business, provided that such copies will be owned by AME and bear notices of AME's ownership of copyright.

1.4 User Name and Password Access

- (a) To guard against unlicensed use of the Software, a valid user name and password is required to access the Software. The Customer and any Permitted User is authorised to use the Software in machine readable, object code form only, and the Customer nor any Permitted User shall not:
 - (i) assign, sublicense, sell, distribute, transfer, pledge, lease, rent, lend, share or export the

Software, Application the Documentation or Customer's rights under this Agreement;

- (ii) alter or circumvent copy protection mechanisms in the Software, Application or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software or Application;
- (iii) implement or use any method or mechanism designed to enable product functionality not available in the Software or Application but available in
 - (A) other AME products; or
 - (B) other AME releases of the same product
- (iv) modify, adapt, translate or create derivative works based on the Software, Application or Documentation (including datasets, CSV files, tables, spreadsheets);
- (v) use, or allow the use of, the Software, Application or Documentation on any project or to provide a service (whether or not any charge is made) to any third party;
- (vi) allow or permit anyone who is not authorised to use or have access to the Software, Application or Documentation;
- (vii) copy or install the Software or Documentation other than as expressly provided for in this Agreement; or
- (viii) take any action, or fail to take action, that could adversely affect the trademarks, service marks, patents, trade secrets, copyrights or other Intellectual Property Rights of AME or any third party with Intellectual Property Rights in the Software (each, a "Third Party Licensor").

(b) For purposes of this clause 1.2, the term "Software" shall include any derivatives of the such (e.g. the Application).

(c) AME may from time to time and at its sole discretion vary the terms and conditions of the License Transfer Policy.

2. AGREEMENT LENGTH

2.1 Term

This Agreement will commence on the earlier of:

- (a) the Commencement Date; or
- (b) if AME began providing the Services before this Agreement was accepted by the Customer, the date those Services were first provided,

and will continue for an initial period of twelve (12) months from the Commencement Date or the date the Services were first provided.

2.2 Further Term

If the Customer pays the annual renewal Fee before the current Term expires, this Agreement will renew for a further period of twelve (12) months.

2.3 Termination

The Term will expire:

- (a) at the end of the current Term, if the Customer does not renew its access to the Services by

paying the annual renewal Fee in accordance with this Agreement; or

- (b) in accordance with clause 18.

3. FEES AND PAYMENT

3.1 Fees:

The Customer shall pay to AME the Fees as set out in the Pricing Schedule and in accordance with this Agreement.

3.2 Invoices and Direct Debit:

- (a) AME shall issue the Customer with an invoice in respect of each Fee payment due for the Services. Payment shall be payable by the due date specified on the invoice.
- (b) Subject to clause 3.2(c), the payment of invoices can be made by credit card, direct debit, or EFT. Payments by credit card may attract a service fee equivalent to the effective merchant fee levied by the card issuer.
- (c) If so specified in the Pricing Schedule or as otherwise advised by AME to the customer, the Customer must make all payments to AME owed by the Customer to AME.
 - (i) pursuant to this Agreement by means of direct debit into a bank account nominated by AME and must, prior to commencing operation of the Business:
 - (ii) nominate in writing to AME a bank account from which AME will direct debit the payments; and;
 - (iii) sign all necessary forms and consents permitting the direct debit of funds from the bank account in the manner and on the dates specified in writing by AME.

3.3 GST

- (a) Words defined in A New Tax System (*Goods and Services Tax*) Act 1999 (*Cth*) have the same meaning in this clause.
- (b) All Fees are exclusive of GST, taxes, duties and charges imposed or levied in Australia or overseas in connection with the Services. Without limiting the foregoing, the Customer shall be liable for any new taxes, duties or charges imposed subsequent to the date of this Agreement in respect of the Services.

3.4 Review

AME may review and advise the Customer in writing of any change in the Fees at any time prior to the expiry of then-current Term. Any increase in Fees shall take effect from and in the subsequent Term (e.g. the next Renewal Period or a held-over Term, as the case may be).

3.5 Non-payment

If AME has not received payment of the Fees by the due date as specified in an invoice, and without prejudice to AME's other rights and remedies:

- (a) AME may disable the Customer's Account and Permitted Users' access to all or part of the Services and AME shall be under no obligation to reinstate a Customer's access to the Services while the invoice(s) concerned remain unpaid;
- (b) AME may charge interest at the rate of 15% per annum calculated daily and payable monthly in

arrears on any amount due and not paid by the Customer within the time required by this Agreement; and

- (c) The Customer indemnifies AME for all costs and expenses (including mercantile agents, legal costs and filing fees on a full-indemnity basis) incurred by AME in recovering any amounts which remain unpaid after the due date pursuant to this Agreement.

4. USE OF SERVICES AND RENEWALS

4.1 Initial Period

- (a) The licence to use the Services shall begin on the earlier of the Commencement Date or the date the Customer first began using the Services and shall continue for twelve (12) months from the Commencement Date or the date the Services were first provided (the "Initial Period") unless earlier terminated in accordance the terms of this Agreement.

4.2 Renewal

- (a) Before the expiry of the Initial Period and each subsequent twelve (12) month period, AME will issue the Customer with a renewal quotation for the next twelve (12) month period followed by an invoice upon receipt of a valid purchase order.
- (b) Each renewal invoice shall be sent only once to the Customer and shall contain the renewal Fee amount which shall be payable by the customer before the expiry of the current Term.
- (c) Subject to the Customer's timely payment of the renewal Fee before the commencement of the next Term, AME shall continue to provide the Services to the Customer for the following Term, which shall include access to certain maintenance and support services for the licence.

4.3 Increases to the Fee

AME reserves the right to increase the renewal Fee from time to time provided that it shall provide the Customer with not less than thirty (30) days' notice of any increase by way of the relevant invoice sent in advance (and the Customer agrees that any relevant direct debit facility of theirs in accordance with clause 3.2 may be duly updated by AME) prior to the relevant renewal date.

5. CUSTOMER TRAINING, TRAINING SERVICES AND TECHNICAL INFORMATION

- (a) AME shall, if requested by the Customer or if otherwise considered reasonably necessary by AME, provide the Customer or the Permitted Users with such basic training in the use of the Services and Documentation as AME considers necessary and reasonable however the customer understands and agrees that such will not constitute the comprehensive range and type of specific Training Services.
- (b) AME shall provide the Training Services to the Customer or a Permitted Users, from time to time, current information regarding:
 - (i) the use of the Services and Documentation;
 - (ii) recommended modifications, new releases or updates of the Services; and
 - (iii) other technical information concerning the performance of the Services.
- (c) AME does not warrant that training or information provided pursuant to clause 5(a) is sufficient to

enable the Customer or Permitted User to adequately respond to all queries or concerns raised.

- (d) The Customer acknowledges its responsibility to refer to AME, as necessary, any queries or concerns raised or expressed by a Permitted User which the Customer is unable to answer.
- (e) A Fee may be payable by the Customer to AME, unless specified in the Pricing Schedule, at the sole discretion of AME in respect of the Training Services provided by the AME or the provision of modifications, new releases or updates of the AME Services by AME in accordance with this Agreement.

6. THE SERVICES

6.1 Provision of Services

- (a) AME agrees to provide the Services:
 - (i) pursuant to the payment of the Fees as set out in the Pricing Schedule and provide any accompanying documentation; and.
 - (ii) in accordance with this Agreement.

6.2 Services may not be Available Locally

- (a) The Customer agrees and accepts that the Services are "cloud"-based and are only accessible using the Internet and those Services are not available without an Internet connection.
- (b) The Customer agrees and accepts:
 - (i) the speed of response from the Services is dependent on the Customer's Internet connection, and the performance of the Services may be affected by such external factors as bandwidth, latency, speed of connection and connectivity – stability and from the customers compatible devices to the Server and the number of users on the connection; and
 - (ii) it is solely responsible for ensuring they and its Permitted Users have, at all relevant times, sufficient Internet connectivity (including bandwidth, latency and connectivity-stability) in order for them to use the Software and Application on the Compatible Devices.

6.3 Parts of AME Controlled by Third Parties

The Customer agrees and accepts that the Software or Application is or may be from time to time operated from servers owned and controlled by a third party. As such, the Customer acknowledges that certain functions are out of AME's control, including:

- (a) databases; and
- (b) Cloud-based Version infrastructure,

and that, unless contrary to the applicable law, AME is not responsible for any event or action caused by any third party contemplated in this clause 6.3.

6.4 Services 'in Beta'

- (a) The Customer acknowledges and agrees that parts or versions of the Software or Application may be released by AME in a '[beta-testing version](#)' and that, in such case, the Customer should use the Software or Application with that standard of stability and usability in mind.
- (b) The Customer agrees to inform all Permitted Users of any beta-released Software or Application.

6.5 Maintenance, Updates, Changes, Inaccessibility and Errors

Subject also to clause 7:

- (a) AME reserves the right, with at least two (2) Business Days' notice, to make some or all of the Software or Application inaccessible from time to time as is required for updates, maintenance and/or upgrades. AME will use reasonable endeavours to schedule planned updates, maintenance and/or upgrades outside of key business operations' periods.
- (b) From time to time, without notice, access to all or part of the Software or Application may be disrupted or limited. During such an interruption, AME will use its reasonable endeavours to restore access to the Software or Application as soon as practicable.
- (c) AME reserve the right to correct any errors on the Software or Application, upgrade, maintain, tune, backup, amend, add to or remove features from, redesign, improve or otherwise alter the Software or Application at AME's sole and absolute discretion.
- (d) The Customer acknowledges and agrees that AME will not be liable for any loss or damage that the Customer or any other person incur by any changes made to the Software or Application and/or the Customer not being able to access the Software or Application or any part of it.

6.6 Security Responsibilities

AME will take reasonable steps to ensure that the Software and Application is secure from unauthorised access consistent with generally accepted industry standards.

6.7 Third Party Content

The inclusion of any third-party link does not imply any endorsement or recommendation of a linked website by AME. AME will not be responsible for any third-party advertising content displayed in the Software or Application. Any link on the Software or Application to a third-party website, or decision to accept any third-party offer, is entirely at the Customer's own risk.

6.8 Third Party Integrations

Any integration, be it programmatic or by linking, or by any other method to another software or hardware system of any kind does not imply endorsement or recommendation of that system. AME will not be liable for any loss or damage that the Customer or any other person may incur by use of any other system. AME accepts no responsibility for any aspect of any third-party system that may be integrated.

6.9 Suspension of Access

AME also reserves the right to terminate or suspend access to the Services to the Customer and its Permitted Users indefinitely and without refund or compensation in the event that the Customer or its Permitted Users uses the Services, or appears to AME to be intending to use the Services, in a manner reasonably deemed inappropriate by AME or which breaches the terms of this Agreement.

7. MAINTENANCE, UPDATES, CHANGES TO THE APPLICATION AND SOFTWARE

7.1 Maintenance and Support

If the Customer is entitled to receive maintenance and support services, then AME shall provide those services. AME may from time to time and at its sole discretion vary the terms and conditions its maintenance and support offering.

7.2 Services Updates

- (a) AME may, in its sole discretion, make modification, enhancements, updates or new releases of the Services available through the Server from time to time in order to, amongst other matters, enhance or improve the functionality or operation of the Services or comply with legislative requirements ("Services Updates").
- (b) AME will use reasonable endeavours to ensure that any future version of the Services is backwards-compatible with at least the most recent previous version, but the parties' acknowledge that this may not always be possible or practicable with any or all Services Updates.
- (c) AME may notify the Customer of Major Updates to the Software or Application prior to the updated Services being released, published or, in the case of an emergency update, as soon as practicable.
- (d) Minor updates may occur to the Software or Application at any time and AME is not required to notify the Customer though may do so at its own discretion.
- (e) AME will upload any Services Updates onto the Server for access and use by the Customer and Permitted Users as soon as reasonably practicable following the creation and general release of such Services Updates.
- (f) The Customer acknowledges there may be additional downtime for the Services over and above the levels specified in Schedule 1, which may apply in the event that AME is required to configure and upload the Services Updates.
- (g) The Services Updates will be provided to the Customer through the Services free of charge subject to:
 - (i) the Pricing Schedule; and
 - (ii) all relevant Fees having been fully paid by the Customer for the Term or current period (as the case may be).
- (h) Use of the Services Updates by the Customer and Permitted Users through the Services will be subject to the same terms and conditions as use of the Product under this Agreement.
- (i) The parties acknowledge that AME may be required to update the Application to remain in compliance with either Apple Inc. and the App Store, and/or Google Inc. and the Google Play

Store's standard (collectively "the Third-Party App Standards").

- (i) The Customer agrees that AME will not be liable for incompatibility of any Services Updates to an Application should that modification or update be required to remain compliant the Third-Party App Standards.

7.3 Support and Maintenance

- (a) If the Customer requires additional support and maintenance that is deemed in AME's absolute discretion as out of the scope of the Services or this Agreement, AME may charge the Customer an additional fee at AME's then-current hourly rates.
- (b) If AME reasonably determines that the requirement for any work outside the scope of the Services or this Agreement is caused by the fault or error of AME, the Customer is not obligated to pay for that additional work.

8. ACCOUNTS AND PERMITTED USERS

8.1 Required Accounts

The Customer acknowledges and agrees that to receive the benefits of the Services, the Customer may be required to create:

- (a) an Account; and
- (b) must pay any associated fees.

8.2 Account Access

The Customer agrees to provide AME access to its Account with admin and developer-level permissions.

8.3 Security Responsibilities

- (a) The Customer is solely responsible for:
 - (i) keeping any usernames and passwords associated with its Account for the Services secure; and
 - (ii) the use of its Account, irrespective of who is using it, even if it is used without the Customer's permission.
- (b) AME agrees to keep any username and passwords associated with the Account secure.

8.4 Permitted Users

- (a) Each Permitted User shall be assigned a unique log-in name and password for their use of the Services, which shall be kept confidential.
- (b) The Customer will ensure:
 - (i) the number of individual users authorised to access and use the Services shall not exceed the number of Permitted Users; and
 - (ii) each individual Permitted User does not share their access with any other person;
 - (iii) if there is any dispute between a Customer and a Permitted User regarding access to any Services, the Customer shall be responsible for and decide what access or level of access to the relevant data or Services that Permitted User shall have, if any.

8.5 Additions

During the Term, the Customer may request AME to add new Permitted Users. Subject to AME's approval of this request, AME shall grant the Customer and/or the additional Permitted Users access, at the prevailing fees or such other fees agreed between the parties.

8.6 Deemed Acceptance by Representative or Permitted User

The Customer agrees that, if one of the Customer's representatives or Permitted User's accepts any part of this Agreement on their behalf (for example, by accessing and using the software or application), the Customer shall be deemed to have accepted as though they had directly agreed themselves.

9. CUSTOMER'S OBLIGATIONS

9.1 General Obligations

During the Term of the Agreement, the Customer must:

- (a) inform the Permitted User that the Software and Application is:
 - (i) subject to terms and conditions as set out in this Agreement; and
 - (ii) to AME's Privacy Policy in addition to any Customer privacy policy;
- (b) ensure that its Terms of Use are no less favourable to AME than this Agreement.
- (c) not to do anything which will have an adverse effect on the Services or AME;
- (d) not to engage in or permit any form of deceptive, misleading, fraudulent or unlawful activity or conduct in relation to the use of the Services or in relation to AME;
- (e) not make any false, misleading or deceptive representations in connection with the Services.
- (f) not to publish or otherwise communicate any review of, or information about, the Services (which is not publicly available) to any third party without the prior written consent of AME, except as specifically provided for in an agreement with AME, including this Agreement;
- (g) The Customer will be responsible and liable for the breach of any obligation in this clause 9.1 except to the extent the breach is caused by the negligent act of AME.

9.2 Services not for Reselling

- (a) During the Term, Customer must not resell the Services to a third party.
- (b) If the Customer wishes to resell Services, the Customer must enter into the AME Reseller Agreement.

9.3 Inspection and License Compliance

- (a) To ensure the appropriate compliance with this Agreement, the Customer shall advise AME on demand of all locations where the Documentation is used or stored. The Customer permits AME or its authorised agents to audit all such locations during normal business hours and on reasonable advance notice.
- (b) The Software may include mechanisms to collect limited data and information from the Customer's, any Permitted User or any user's computer(s) or mobile device and transmit it to AME, including the

ability to locally cache such data and information on the Customer's computer.

- (i) Such data and information ("AM Info") may include details of the Customer's license(s) to AME products, computer and network equipment, details of the operating system(s) in use on such computer equipment, the location of the Customer's computer(s) and the profile and extent of the Customer's use of the different elements of the Software and other AME software.
- (ii) AME may use the AM Info to:
 - (A) model the profiles of usage, hardware and operating systems in use collectively across its customer base in order to focus development and support;
 - (B) provide targeted support to individual customers;
 - (C) ensure that the usage of the Software by the Customer or Permitted User is in accordance with the Agreement and does not exceed any user number or other limits on its use; and
 - (D) advise the Customer about service issues such as available upgrades and maintenance expiry dates.
- (iii) To the extent that any AM Info constitutes "personal information" for the purposes of the Privacy Act it shall be processed in accordance with the Privacy Act and with AME's Privacy Policy, as may be updated by AME from time to time.
- (iv) The Customer undertakes to make all of users of the Software aware of the uses which AME will make of the AM Info and of the terms of AME's Privacy Policy.

10. AME'S OBLIGATIONS

10.1 AME's Obligations

Subject to the Customer complying with its obligations set out in the Agreement, for the duration of the Term, AME will endeavour to:

- (a) develop, host and maintain the Software and the Application;
- (b) support AME-supplied Compliant Devices; and
- (c) meet or exceed the Service levels specified in Schedule 1.

10.2 Representations and Warranties of AME

AME represents and warrants that:

- (a) the Software, Application and Documentation is developed using a standard of care and skill expected of an entity who regularly acts in the capacity of an "app developer or software developer".
- (b) in providing access to the Services it will comply with the law and with industry standards in accordance with relevant Australian law;
- (c) in providing to the Services, it will not be infringing upon the Intellectual Property Rights of any third party; and

- (d) in the event that AME sells its business, AME will use its best endeavours to ensure the new owners continue to provide the Services under the terms of the Agreement.

11. CONFIDENTIALITY

- (a) A party shall treat all Confidential Information disclosed by the other party as confidential and shall not, without the prior written consent of the disclosing party:
- (i) disclose or permit the same to be disclosed to any third party (except to the extent required by law, a stock exchange or in connection with legal proceedings relating to this Agreement, but only after first notifying the other party to give it an opportunity to protect the Confidential Information) and agree to take all reasonable steps to maintain the confidentiality of the Confidential Information; or
 - (ii) use the Confidential Information for any purpose other than that for which it is given.
- (b) It shall be the responsibility of each party to ensure that:
- (i) Confidential Information is only disclosed to those of its officers, employees or contractors in their capacities as such on a strictly need to know basis and have such officers, employees and contractors comply with the obligations of confidentiality imposed upon them by this clause 11 as if personally bound by such obligations as though parties to this Agreement; and
 - (ii) the officers, employees or contractors referred to in clause 11(b)(i) execute such documentation as required by the owner of the Confidential Information acknowledging their obligations of confidentiality, which shall provide that the obligations of confidentiality survive notwithstanding that any of the above mentioned officers, employees or contractors cease to be employed or engaged by the respective parties.
- (c) Notwithstanding any other provision of this clause, a party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

11.2 Breach notifications

A party must notify the disclosing party in writing, giving full details known to it immediately, when it becomes aware of any actual, suspected, likely or threatened:

- (a) breach by any person of any obligation in relation to the Confidential Information; or
- (b) theft, loss, damage or unauthorised access, use or disclosure of or to any Confidential Information.

11.3 Survival

The obligations under this clause 11 survive termination of this Agreement.

12. PRIVACY

12.1 Privacy Policy

- (a) The Customer agrees and consents to AME's handling of Personal Information in accordance with AME's Privacy Policy.

- (b) AME may change the Privacy Policy at any time by giving notice to the Customer.

- (c) The Customer acknowledges and agrees that it must inform any Permitted User:

- (i) of AME's Privacy Policy.
- (ii) that its Personal Information will be disclosed to AME.

- (d) AME reserves the right to immediately terminate this Agreement if the Customer is in breach of clause 12.1(c).

12.2 Privacy Obligations

If Personal Information is disclosed to a party of this Agreement in the course of this Agreement, that party agrees that it will not:

- (a) sell the Personal Information to any third party; or
- (b) distribute or disclose Personal Information to any third party other than:
 - (i) to its personnel and/or related bodies corporate; or
 - (ii) third party servers;

who will only use the Personal Information for the purposes contemplated by this Agreement.

12.3 No Warranty

- (a) AME makes no warranties or guarantees that the manner in which AME manages Personal Information is compliant with any foreign privacy laws and it is the Customer's sole and absolute responsibility to ensure it is compliant with any foreign privacy laws.
- (b) In the event that the Customer requests changes to the Services in order to achieve compliance, the Customer acknowledges and agrees that it will be liable for all work performed by AME.

12.4 The Privacy Act

For the purposes of clause 12.2 the term "disclose" is to have the same meaning as defined in the Privacy Act.

13. DATA

13.1 Use of Data

Customer data from the Software or Application may also be aggregated or anonymised by AME and used by AME to improve its Services, develop new services, show trends about general use of the Services, and for other business and marketing uses by AME or by third parties.

13.2 Accuracy of Data

- (a) The accuracy of the data entered into the Software or Application is the sole responsibility of the Customer.
- (b) The Customer accepts that reports, data sheets or any other output created programmatically from the Software or Application will be checked for accuracy by the Customer and before the Customer uses those outputs. The Customer will notify AME of any error discovered and AME will endeavour to rectify within its agreed service levels.

14. INTELLECTUAL PROPERTY

14.1 Title

- (a) All title, ownership rights and Intellectual Property Rights, including copyright in relation to the Services is owned or used under licence by AME.

14.2 Restrictions

- (a) Without AME's express prior written consent, the Customer undertakes that it will not and will not permit any person to:
- (i) directly or indirectly alter, replicate, copy, recreate, create derivative work from, decompile, reverse engineer, reserve assemble, reserve compile, enhance, interfered with or with part of the Application and/or the Software or otherwise obtain, modify or use any source or object code, architecture, or algorithms contained in the Services or any documentation associated with the Services;
 - (ii) interact with any AME trademark (whether registered or not) that could cause any adverse effect to AME's ownership and/or rights to the intellectual property; or
 - (iii) copy or reproduce, or create an adaptation or translation of, all or part of the Services in any way, except to the extent that reproduction occurs automatically through the ordinary use of the Application and/or Software in accordance with this Agreement;
 - (iv) incorporate all or part of the Application and/or Software in any other webpage, site, application or other digital or non-digital format for purposes other than marketing and/or training;
 - (v) (subject to other rights explicitly granted under this Agreement) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of the Application and/or Software on any medium;
 - (vi) do anything that will infringe AME's Intellectual Property Rights or those of any third party; or
 - (vii) attempt to do any of the above.
- (b) Without limiting the foregoing, the Customer also acknowledges that any intellectual property in any modifications, improvements or enhancements suggested by or contributed to or provided by the Customer or Permitted User in regard to the Services shall immediately vest in AME.

14.3 The Customer's Intellectual Property

- (a) Nothing in this Agreement will transfer ownership of any information or submitted material that you provide to AME.
- (b) The Customer grants AME a non-exclusive, royalty free, irrevocable license to use of any material and data supplied by the Customer in connection with this Agreement.

14.4 Threats and action

If the Customer becomes aware of any infringement or threatened infringement of any Intellectual Property Rights, the Customer must give notice pursuant to

clause 20.1 to AME including full particulars of the infringement. AME may, in its absolute discretion, institute and prosecute an action against the infringer.

14.5 Provide all assistance

The Customer, and the customers permitted users and and/or representatives (as the case may be) must execute all documents and do all things reasonably necessary to aid and co-operate in the prosecution of any actions brought by AME under this clause.

14.6 Survival of Obligation

The operation of this clause 14 survives the termination of this Agreement.

15. WARRANTY

15.1 Exclusion of express warranties

Subject to AME's obligations in respect of the provision of the Services under this Agreement, AME makes no warranties or guarantees:

- (a) that the Services will be accessible at all times, uninterrupted or error free;
- (b) that any of the Application and/or Software is without bugs or viruses;
- (c) that any of the technical information is without error or inaccuracy;
- (d) that the Services are immune to unauthorised access or security breach; and
- (e) in respect of the retention of, or continued accessibility of, any data.

15.2 Warranties as to capacity

Each party (including the Customer in its own capacity and on behalf of the Customer) represents and warrants to the other that:

- (a) it has full power and authority to execute an agreement and observe and perform all of its obligations;
- (b) it is not aware of any thing, matter or circumstance which may prevent it from fulfilling its obligations under the agreement; and
- (c) it is not insolvent and no receiver, receiver and manager, provisional liquidator, liquidator or other officer of the court has been appointed in relation to all or any of its affairs or material assets.

16. LIMITATION OF LIABILITY

16.1 Limitation

- (a) It is an essential pre-condition of using our website that the customer agrees and accepts that AME are not legally responsible for any loss or damage the customer might suffer related to the customers use of the website, whether from errors or from omissions in AME's documents or information, any goods or services AME may offer or from any other use of the website. The customers use of any information or materials on this website is entirely at the customers own risk, for which AME shall not be liable.
- (b) It shall be the customers own responsibility to ensure that any products, services or information available through this website meet the customers specific, personal requirements. The customer acknowledges that such information and materials may contain inaccuracies or errors and AME expressly exclude liability for any such

inaccuracies or errors to the fullest extent permitted by law.

16.2 Customer Acknowledgements

- (a) The Customer acknowledges and agrees that AME is not responsible for the conduct or activities of any other user of the Services;
- (b) If the Customer is a consumer within the meaning of the Consumer Law, there are certain rights (such as the consumer guarantees implied by the Consumer Law, which cannot by law be excluded ('Non-Excludable Conditions')). This clause is subject to those Non-Excludable Conditions.
- (c) Subject to the application of any applicable Non-Excludable Conditions and to the maximum extent permitted by law, AME:
 - (i) excludes from this Agreement all guarantees, conditions and warranties that might but for this clause be implied into this Agreement;
 - (ii) excludes all liability to the Customer for any costs, expenses, losses and damages suffered or incurred directly or indirectly by the Customer in connection with this Agreement, including using the Services, whether that liability arises in contract, tort or under statute; and
 - (iii) will not, under any circumstances, be liable to the Customer for any Consequential Loss, which includes but is not limited to loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss, loss of goodwill, and any other form of consequential, special, indirect, punitive or exemplary loss or damages ("Consequential Loss").
- (d) If AME's liability under this Agreement cannot be lawfully excluded, to the maximum extent permitted by law, AME's liability for breach of any Non-Excludable Condition is limited to (at AME's option) the supplying of the Services again; or the payment of the cost of having the Services supplied again. Costs will be comparable to those outlined in the Pricing Schedule contained in this agreement.

16.3 Costs

AME excludes all other liability to the Customer for any costs, including Consequential Loss, suffered or incurred directly or indirectly by the Customer in connection with the Agreement, or the Services, in connection with:

- (a) the occurrence of an Unforeseen Event as described in accordance with clause 20.2;
- (b) if the Customer or its Permitted Users use equipment other than devices approved by AME to access or use the Service other than Compatible Devices;
- (c) reliance on technical advice, modelling or calculations provided by AME;
- (d) the infringement or claimed infringement by any person other than AME or its Representatives of the Intellectual Property Rights including moral rights of any person in connection with the Agreement;

- (e) any unauthorised activity in relation to the Application and/or Software by the Customer or its Permitted Users;
- (f) the Customer's use of or reliance on the Services for a purpose other than the business purposes of the Customer or the reasonably expected purpose of the Services; or
- (g) the Customer's failure to fulfil its obligations under the Agreement. The foregoing limitation applies however such costs are caused whether they arise in contract, tort (including by AME 's negligence), or under statute.

16.4 AME not liable for Consequential Loss

AME is not liable under this Agreement for any Consequential Loss arising out of a breach by AME of this Agreement, including (without limitation) any liability under indemnity in clause 17.

17. INDEMNITY

17.1 Indemnity

The Customer indemnifies and will keep AME and its representatives indemnified against all liability arising from claims for:

- (a) libel, slander, defamation, product disparagement or indecent, false, misleading or deceptive conduct;
- (b) any breach of clause 9 (Customer's Obligations);
- (c) any breach of clause 12 (Privacy);
- (d) any breach of the provisions of this clause 17.1;
- (e) infringement of AME's Intellectual Property Rights;
- (f) piracy, counterfeiting, plagiarism, or unfair competition;
- (g) invasion of the right of Privacy; and
- (h) any incorrect, fraudulent or false information provided by the Customer.

18. TERMINATION

18.1 Immediate Termination by AME for Default

AME may terminate this Agreement immediately by notice to the Customer if:

- (a) an Insolvency Event occurs in relation to the Customer; or
- (b) the Customer commits any breach of any of its obligations under this Agreement and:
 - (i) the breach is incapable of being remedied; or
 - (ii) if the breach is capable of being remedied, the Customer has failed to remedy the breach within ten (10) Business Days after the receipt of the notice; or
 - (iii) the Customer has been issued a notice of default more than two (2) times during a twelve (12) month period.

18.2 Immediate Termination by Customer for Default

The Customer may terminate this Agreement immediately by notice to AME if:

- (a) an Insolvency Event occurs in relation to AME;

- (b) AME commits any breach of any of its obligations under this Agreement and:
- (i) the breach is incapable of being remedied; or
 - (ii) if the breach is capable of being remedied, AME has failed to remedy the breach within thirty (30) Business Days after the receipt of the notice; or
 - (iii) AME has been issued a notice of default more than three times during a twelve (12) month period.

18.3 Effects of Termination

On termination of this Agreement, the licence will terminate and:

- (a) the Customer must immediately:
 - (i) cease all activities related to the use of the Services;
 - (ii) destroy all Documentation and other materials (including all electronic or physical copies) in its possession relating to the Services;
 - (iii) return all AME-provided Compatible Devices or pay any reasonable termination fees associated with such within a reasonable time
 - (iv) do any further things as may be reasonably required by AME to protect its right, title and interest in the Services.
- (b) AME may, in addition to terminating the Agreement:
 - (i) deactivate the Customer and any Permitted User's access and use of the Services (without being liable in trespass or detinue) and repossess any of its property in the possession, custody or control of the Customer;
 - (ii) retain any moneys paid;
 - (iii) terminate or suspend access to Services and refuse to disclose any passwords;
 - (iv) charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
 - (v) be regarded as discharged from any further obligations under this Agreement; and
 - (vi) pursue any additional or alternative remedies provided by law.
- (c) All payments must be finalised by the end of then-current Term.

19. DISPUTE RESOLUTION

- (a) Subject to clause 19(f) any dispute which arises between the parties in connection with this Agreement (dispute) must be dealt with in accordance with the requirements of this clause 19, before either party will be entitled to commence proceedings against the other party in respect of the dispute.
- (b) The party claiming that a dispute has arisen (complainant) must give the other party a written notice setting out:

- (i) a detailed explanation of the nature of the dispute; and
- (ii) what action the complainant thinks will resolve the dispute (dispute notice).

- (c) Within ten (10) Business Days of the dispute notice being received by the other party, a nominated senior executive of each party must meet, act in good faith and use best endeavours to resolve the dispute at that meeting, or such subsequent meetings as may be reasonably required.
- (d) If the dispute is not resolved pursuant to clause 19(c) within thirty (30) days of the dispute notice being received by the other party, the parties agree to attend a privately held mediation with a mediator appointed by the nominated senior executive or both parties and in the absence of agreement within seven (7) days of disagreement by such mediator as appointed by the President, or person in like office of the Australian Disputes Centre.
- (e) If the dispute is not resolved within a further thirty (30) days pursuant to clause 19(d) then either party may commence proceedings against the other party in respect of the dispute.
- (f) Nothing in this clause 19 prevents a party from seeking urgent injunctive or similar relief from a court.

20. GENERAL

20.1 Notices

Any communication under or in connection with this Agreement:

- (a) must be to the addressee from time to time;
- (b) must be in writing;
- (c) must be delivered or posted by prepaid post to the address, or sent by email to the addressee, in accordance with clause 20.1(d) ; and
- (d) If a notice is sent or delivered in the manner provided in 20.1(c) it must be treated as given to or received by the addressee in the case of:
 - (i) delivery in person, when delivered;
 - (ii) delivery by post, on the third (3rd) Business Day after posting;
 - (iii) delivery by email, at the earlier of the time stated in a read receipt sent by the recipient's computer or when the message has been delivered to the email address of the addressee, but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

20.2 Unforeseen Event

A party is not responsible for any loss arising out of any occurrences or condition beyond its control, including acts of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility, internet infrastructure or common carrier or computer disruption due to the effects of a computer virus, trojan, worm, malware or other malicious code.

20.3 Sub-contractors

- (a) The Customer acknowledges and agrees that AME may subcontract any of its obligations of this Agreement to a third party (or multiple third parties) without notification to or consent from the Customer.
- (b) The use of a subcontractor will not release AME from any of its obligations pursuant to this Agreement.

20.4 Assignment

- (a) The Customer may only assign, novate encumber, declare a trust over or otherwise create an interest in its rights under this document with the prior written consent of AME, which may withheld in AME's absolute discretion.
- (b) AME may assign, novate, encumber, declare a trust over or otherwise create an interest in its rights under this Agreement without the consent of the Customer, and may disclose to any potential holder of the right or interest any information relating to this Agreement or any party to it.

20.5 Amendment Agreed no change

- (a) The Customer acknowledges and agrees that AME may amend or vary this Agreement at any time by either posting the changes on its website www.asseteng.com.au or by electronic notification to the customer, at AME's sole election.
- (b) The Customer is responsible for regularly reviewing the website to obtain timely notice of such amendments or variations.
- (c) The Customer and/or Permitted User's (as the case may be) continued use of the Services after amendments or variations are made by AME constitutes the Customer's acceptance of this Agreement being as modified by the amendments or variations.

20.6 Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping (if any) and registering this Agreement.

20.7 Giving effect to this Agreement

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.

20.8 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

20.9 Relationship

Nothing in this Agreement is intended to create or be construed as creating a relationship of agency, joint venture or partnership between any of the parties.

Unless expressly stated in this Agreement, no party may act as agent of or in any way bind another party to any obligation.

20.10 Operation of this Agreement

This Agreement contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect. Any condition, warranty, representation or other term concerning the supply of the Services and Documentation which might otherwise be implied into, or incorporated in, the Agreement, whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

- (a) Any right that a person may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.
- (b) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

20.11 Inconsistency with other documents

If this Agreement is inconsistent with any other document or agreement between the parties, this Agreement prevails to the extent of the inconsistency.

20.12 Reliance

Neither party has entered into any contract under this Agreement in reliance on or as a result of any representation, promise, statement, conduct or inducement by the other otherwise than as set out in this Agreement.

20.13 Counterparts

This Agreement may be agreed to in any number of counterparts including where they are exchanged by email or agreed electronic or digital means containing this Agreement as an unalterable attachment. All counterparts together will be taken to constitute one instrument.

20.14 Consents

Where this Agreement states that the consent or approval of AME is required, AME may:

- (a) give or withhold that consent or approval in its absolute discretion; and
- (b) give that consent or approval subject to conditions, unless this Agreement expressly states otherwise.

20.15 Liability of Parties

If a party consists of more than one person:

- (a) an obligation of that party is a joint obligation of all of those persons and a several obligation of each of them; a right given to that party is a right given jointly and severally to each of those persons, and if exercised by one of them, is deemed to be exercised jointly; and
- (b) a representation, warranty or undertaking made by that party is made by each of those persons.

20.16 Governing law

The laws of Western Australia, Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

21. INTERPRETATION

21.1 Definitions

Unless this Agreement explicitly states otherwise, expressions used in the Agreement have the following meanings:

- (a) **Account** means the Customer's account to access the Service.
- (b) **Agreement** means these terms and conditions, the Pricing Schedule, any annexures, any schedule and any approved variations as agreed by the parties.
- (c) **AME** means Asset Management Engineers Pty Ltd (ACN 121 381 682) of Unit 4, 44 Belmont Avenue, Belmont WA 6104.
- (d) **Application** means the application created by AME utilising the Software for use by the Customer on Google Inc's Android compatible mobile devices.
- (e) **Barcode** means a machine-readable optical label that contains information about the item to which it is attached.
- (f) **Business Day** means any day which is not a Saturday, Sunday or public holiday in Perth, Western Australia.
- (g) **Change Request Form** means the document which sets out a proposal by the Customer for a modification to the Application or Software.
- (h) **Cloud-based Version** means the Services made available by AME to the Customer and Permitted Users on demand via the Internet from an external, secure cloud computing provider's server. This type of computing relies on the Customer having Internet-connectivity using shared computing resources rather than having a local computer server to host the Services.
- (i) **Commencement Date** means the date specified in the Pricing Schedule or if the Services were provided before this Agreement was accepted by the Customer, the date those Services were first provided,
- (j) **Compatible Devices** means the following equipment as may be variously applicable to use the Services:
 - (i) any AME-approved computing hardware and mobile device equipment meeting the minimum requirements specified by AME or otherwise notified to the Customer in writing from time to time;
 - (ii) AME-approved, intrinsically-safe (mobile device) tablet, regular tablet, or other portable device;
 - (iii) the AME-approved Customer's BYODs; and
 - (iv) AME-approved RFID tags, NFC tags, QR codes, barcode or any other technology that may be applicable.
- (k) **Confidential Information** means information that is by its nature confidential, including information relating to the:
 - (i) personnel, policies, practices, customer or business strategies of the parties;
 - (ii) Intellectual Property Rights of either party;
 - (iii) the terms of this Agreement; but does not include information:
 - (iv) already rightfully known to the receiving party at the time of disclosure by the other party; or
 - (v) in the public domain (including information made publicly available via a mechanism in the Software by the Customer) other than as a result of disclosure by a party in breach of its obligations of confidentiality under the Agreement.
- (l) **Consequential Loss** means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss, loss of goodwill, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.
- (m) **Cost** means any costs, expenses, losses, damages, claims, demands, proceedings, and other liability.
- (n) **Customer** means the authorised licensee of the Services pursuant to the Pricing Schedule for purposes connected with the conduct of their business (pursuant to their Australian Business Number ("ABN") or other activity for which then Services are provided, subject to this Agreement.
- (o) **Customer BYODs** means any computing device of the Customer or its Permitted User which includes a mobile telephone, tablet or portable computer that may access the Software or Application via an Internet connection to the Server.
- (p) **Fee** means any agreed amounts payable by the Customer to AME in connection with this Agreement and as specified in the Pricing Schedule.
- (q) **GST** means tax as defined in the A New Tax System (Goods and Services Tax) Act 1999, as applicable.
- (r) **Documentation** means the instructional guide, documentation or manual published by AME from time to time which provides information and instructions in relation to the Application and Software.
- (s) **Insolvency Event** means in respect of a party:
 - (i) the appointment of an administrator, a receiver or receiver and manager in respect of that party;
 - (ii) an application to a court or an order for the winding up of the party; or
 - (iii) the occurrence of anything analogous or having a substantially similar effect to any of the preceding events.
- (t) **Intellectual Property Right** means all present and future rights conferred by statute, common law or equity in or in relation to business names, circuit layouts, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, recipes, trademarks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

- (u) **Maintenance and Support Services** means AME's various additional customer service, support and maintenance services and subject to AME's relevant additional fees, and terms and conditions for same as specified from time to time.
- (v) **Personal Information** has the meaning given to that term in the Privacy Act.
- (w) **Privacy Act** means the *Privacy Act 1988 (Cth)* and includes any code registered under the Privacy Act or Australian Privacy Principles.
- (x) **Privacy Policy** means AME's privacy policy which is available on AME's Website or as amended by AME from time to time.
- (y) **Permitted Users** means the employees, contractors or associates of the Customer authorised to access the Services for purposes connected with the conduct of the Customer's business (or other activity for which then Services are provided) and who are also subject to this Agreement.
- (z) **Pricing Schedule** means the separate Cost Estimate to be read in conjunction with this Agreement which includes Customer details, Fees, Term, Commencement Date, parties' confirmatory signatures and such other information as may be pertinent to the delivery of the Services to the Customer.
- (aa) **Representative** includes an employee, agent, officer, director, auditor, advisor, researcher, partner, consultant, contractor, sub-contractor or related entity of that person or of a related body corporate of that person.
- (bb) **RFID** means radio-frequency identification device, being a form of wireless communication incorporating the use of electromagnetic or electrostatic coupling in the radio-frequency portion of electromagnetic spectrum to uniquely identify an object.
- (cc) **NFC** means near field communication, being a form of wireless communication incorporating the use of electromagnetic or electrostatic coupling in the radio-frequency portion of electromagnetic spectrum to uniquely identify an object.
- (dd) **QR Code** means Quick Response Code and is the trademark for a type of matrix barcode (or two-dimensional barcode).
- (ee) **Schedule** means a schedule to this Agreement.
- (ff) **Services** means any service provided by AME in connection with the installing, configuring, deployment, installation, development (if any) and licensing of the Software, the Application and the Training (as the case may be).
- (gg) **Server** means the server or servers located at AME's premises, 'Cloud-based' servers and/or servers that are situated at such other location as may be nominated by AME from time to time and includes the serving computers, hardware, third-party software Internet and operating systems necessary to operate and support the Services.
- (hh) **Software** means the AME Classified Plant Management System (CPMS) and Online Inspection reporting (OLI) and related services' platform (including any Cloud-based version) for AME customers (and includes all material (including tangible and intangible information), software (in source and object code forms), web applications, images, files, manuals, documents, devices, data, databases, supplied, created, written, developed or otherwise brought into existence (whether before, on or after the date of this Agreement) by AME or on its behalf, and all their subsequent versions, updates and enhancements.
- (ii) **Submitted Materials** means any material including documents, information or data provided by the Customer to AME in connection with licensing, configuring and customising (if any) the Software or Application.
- (jj) **Term** means the agreed period of time specified in clause 2 for the licensing of the Application, Software and the leasing of any Compatible Devices (as a service).
- (kk) **Terms of Use** means any agreement between the Permitted User and the Customer in relation to the Permitted User's access and use of the Services and Documentation.
- (ll) **Training Services** means AME's various online (e.g. webinar) and in-person (e.g. on-on-one consultancy or group workshop) training, Documentation and related tutorial services in relation to the Software and Application pursuant to its Training Terms & Conditions (as specified on AME's website <https://asseteng.com.au/> from time to time).

21.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
- (c) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (f) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (g) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (h) where a word or phrase is given a defined meaning, any other part of speech or grammatical



OLI AND CPMS SaaS and EULA TERMS AND CONDITIONS

- form of that word or phrase has a corresponding meaning;
- (i) references to payments to any party to this Agreement include payments to another person upon the direction of such party;
 - (j) all payments to be made under this Agreement will be made by unendorsed bank cheque or other immediately available funds;
 - (k) the words “includes” or “including”, in any form, is not a word of limitation.
 - (l) When the date or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day; and
 - (m) In the interpretation of this Agreement, no rule of contract interpretation applies to the disadvantage of a party on the basis that it put forward this Agreement or any part of it.

oooOOOooo