

TERMS AND CONDITIONS

Background

- A. Nexl's SaaS Services aim to help law firms grow by providing tools to execute business development and marketing initiatives.
- B. You have requested to receive the SaaS Services and we have agreed to provide the SaaS Services to you in accordance with the terms of this Agreement.

1 Parties and Agreement

- 1.1 This Agreement is between you, the person or entity using the SaaS Services and named in the Order Form ("you" or "your") and NEXL Pty Ltd, ACN 629 542 043 ("Nexl," "we," "us" or "our"), each a "Party" and collectively the "Parties."
- 1.2 This Agreement forms the agreement under which we agree to provide you with the SaaS Services. Please read this Agreement carefully. If you have any questions, please contact us before accepting this Agreement and accessing the SaaS Services.

2 Acceptance

- 2.1 By signing the provided Order Form, you accept this Agreement, our [Privacy Policy](#) and our [Data Processing Agreement](#).
- 2.2 By accepting this Agreement, you warrant to us that:
 - (a) you have reviewed this Agreement, including our Privacy Policy and our Data Processing Agreement;
 - (b) you understand the terms of this Agreement and will use the SaaS Services in accordance with them;
 - (c) you have the legal capacity to enter into a legally binding agreement; and
 - (d) you have the authority to act on behalf of any person or entity for whom you are using the SaaS Services and you are deemed to have accepted this Agreement on behalf of any entity for whom you use the SaaS Services.

3 Term

- 3.1 This Agreement commences on the Commencement Date and continues for the Initial Term as set out in your Order Form.
- 3.2 After the Initial Term, this Agreement automatically renews for successive one-year terms (each a "Renewal Term") unless terminated by providing us notice in writing at least 30 days ahead of the end of the then-current Term or terminated earlier in accordance with the terms of this Agreement.

4 Accounts

- 4.1 We will create an account for you ("Account") in order for you and your Authorised Users to access and use the SaaS Services. You must ensure that any information you provide to us, or we request from you as part of the Account creation process, is complete and accurate.
- 4.2 You are the Account owner and you will remain responsible for your Account as set out in this Agreement, regardless of any change in any contact details. If you wish to change the Account owner, you must provide us with a written request to transfer the ownership of the Account ("Transfer Request"). The Transfer Request must include the transferee's written consent to take over full responsibility for the Account in a form acceptable to us.
- 4.3 It is your responsibility to keep your Account details confidential. You are responsible for all activity on your Account, including activity by Authorised Users. You are also responsible for ensuring that any activities on your Account by Authorised Users comply with this Agreement.

4.4 We are not responsible for the management or administration of your Account or your Authorised Users.

5 Licence and Restrictions

5.1 Subject to the payment of any applicable Fees, we grant you a non-exclusive, non-transferable (except with our written permission), non-sublicensable (except as otherwise permitted under this Agreement), personal and irrevocable licence to access and use the SaaS Services for the Agreement Term (“Licence”).

5.2 You must not (and must ensure your Authorised Users do not) access or use the SaaS Services except as permitted by the Licence.

5.3 You must not permit any other person to use the SaaS Services in any way which is in breach of any applicable Laws or which infringes any person's rights (including Intellectual Property rights), including to:

- (a) use the SaaS Services to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
- (b) use the SaaS Services in any way that damages, interferes with or interrupts the supply of the SaaS Services;
- (c) introduce malicious programs into our hardware and software or Systems, including viruses, worms, trojan horses and email bombs;
- (d) reveal your Account’s password to others or allow anyone other than your Authorised Users to use your Account;
- (e) carry out security breaches or disruptions of a network, including:
 - (i) accessing data where you are not the intended recipient;
 - (ii) logging into a server or account that you are not expressly authorised to access; or
 - (iii) corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (f) use any program, script or command, or send messages of any kind, with the intent to interfere with, or disable, any person’s use of the SaaS Services;
- (g) send any form of harassment via email (or any other form of messaging), whether through language, frequency, or size of messages;
- (h) use the SaaS Services in breach of any person’s privacy (such as by way of identity theft or “phishing”); or
- (i) circumvent user authentication or security of:
 - (i) any of our Systems; or
 - (ii) The networks, accounts or hosts of our users.

5.4 You and your Personnel must use the Email Marketing System in accordance with the following restrictions:

- (a) You and your Personnel must:
 - (i) ensure your Contacts have given clear and explicit consent to receive communication for the purpose you specify;
 - (ii) keep records of the consents you have obtained;
 - (iii) include an unsubscribe link in all communication you send; and
 - (iv) maintain a privacy policy that complies with relevant legal requirements and includes a link to that policy in any communication.
- (b) You and your Personnel must not:
 - (i) use a contact list that is bought, rented or scraped from third parties;
 - (ii) engage in any activity intended to withhold or cloak identity or contract information such as return mailing or IP addresses; or

- (iii) publish, transmit or share any email content that is:
 - A. a breach of a third party's Intellectual Property rights;
 - B. related to any payday loans, debt collection or affiliate marketing;
 - C. related to any gambling activity in violation of any required licenses, codes of practice, or necessary technical standards required under the laws or regulations of any jurisdiction in which your site is hosted or accessed;
 - D. unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
 - E. excessively violent, incites violence, threatens violence, contains harassing content or hate speech, creates a risk to a person's safety or health, or public safety or health, compromises national security or interferes with an investigation by law enforcement; or
 - F. otherwise malicious, fraudulent, morally repugnant.

6 Authorised Users, Mailboxes, Contacts, and Emails

- 6.1 You agree that the Licence permits you to access and use the SaaS Services in accordance with the number of Authorised Users, Mailboxes, Contacts, or Emails as set out in the Order Form (as applicable).
- 6.2 You may, at any time, increase the number of Authorised Users, Mailboxes, Contacts, or Emails via request by email ("Increase Request"). Upon receipt of an Increase Request, we will provide a quote for the associated increase in fees. After your acceptance of the quote, we will grant the additional Licences and apply the increased fees as of the effective date agreed upon by the Parties.
- 6.3 We will monitor your Authorised Users, Mailboxes, Contacts, and Emails (as applicable) for the purpose of recording your monthly usage of our SaaS Services. You are entitled to the usage limits as set out in the Order Form. If your usage exceeds the limit, we will conduct an annual true-up, and any outstanding amounts will be invoiced to you.

7 Third Parties

- 7.1 You acknowledge and agree that:
 - (a) the provision of the SaaS Services may be contingent on or impacted by third parties, other users' use of our services, suppliers, or other subcontractors ("Third Party Inputs"); and
 - (b) to the maximum extent permitted by law, we will not be responsible and will have no Liability for any default or breach of this Agreement or of any Law, if such default or breach was caused or contributed to by any Third Party Inputs.
- 7.2 You acknowledge that the SaaS Services include certain optional functionality that may interface or interoperate with third party software or services.
- 7.3 To the extent that you choose to use such functionality, you are responsible for the purchase, requirements and licensing obligations related to the applicable third party software or services.

8 Support Services

- 8.1 During the Agreement Term, we will provide you with technical support services including implementation support, for the SaaS Services on Business Days, via email, chat, telephone or video call, or as otherwise agreed between the Parties.

9 Fees and payment

- 9.1 You must pay us any Fees or other amounts payable to us under this Agreement in accordance with the payment terms set out in the Order Form ("Payment Terms"). If any Fee or amount payable is due or has not been made in accordance with the Payment Terms, we may (in our absolute discretion):
 - (a) cease or suspend the provision of the SaaS Services, if such delay has not been cured after a 30-day cure notice has been served;

- (b) recover the amount of the Fee or amount payable as a debt due and immediately payable by, as well as any additional costs of doing so;
 - (c) charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per year, calculated daily and compounding monthly, on any such amounts unpaid after the due date, if such delay has not been cured after a 30-day cure notice has been served.; or
 - (d) engage debt collection services or commence legal proceedings in relation to any such amounts, if such delay has not been cured after a 30-day cure notice has been served.
- 9.2 If you rectify such non-payment after the SaaS Services have been suspended, we will recommence the provision of the SaaS Services as soon as reasonably practicable.
- 9.3 Any Fees paid for services actually used are non-refundable.
- 9.4 The Fees are subject to change upon 60 days' notice from us to you and will apply to the next billing cycle after the notice period. Such notice may be provided at any time by email or a notification to your Account. If you do not agree to the fee change, you may terminate this Agreement in accordance with clause 12.
- 9.5 Except as otherwise stated in the Order Form, if the Initial Term or Renewal Term are longer than 12 months, an increase of 8% of the current Fees will automatically be applied every 12 months.
- 9.6 You are responsible for payment of any applicable taxes due in your jurisdiction(s). Your invoices are due in full and you may not deduct or withhold any portion therein for any reason.

10 Intellectual Property Rights

- 10.1 All Intellectual Property in the SaaS Services, and all Intellectual Property developed, adapted, modified or created by us or our Personnel (including in connection with this Agreement, the SaaS Services and any machine learning algorithms output from the SaaS Services), is and will remain owned exclusively by us (or our third party service providers, as applicable).
- 10.2 You must not, whether directly or indirectly, without our prior written consent:
- (a) copy or use, in whole or in part, any of our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;
 - (c) reverse assemble, reverse engineer, reverse compile or enhance the SaaS Services;
 - (d) attempt to discover the source code or object code or underlying structures, ideas, know-how or algorithms in relation to the SaaS Services;
 - (e) breach any Intellectual Property Rights connected with the SaaS Services, including altering or modifying any of our Intellectual Property;
 - (f) cause any of our Intellectual Property to be framed or embedded in another website;
 - (g) create derivative works from any of our Intellectual Property;
 - (h) resell, assign, transfer, distribute or make available the SaaS Services to third parties;
 - (i) "frame", "mirror" or serve the SaaS Services on any web server or other computer server over the Internet or any other network; or
 - (j) alter, remove or tamper with any trademarks, patent or copyright notices, confidentiality legend or notice, numbers or other means of identification used on or in relation to the SaaS Services.
- 10.3 Despite anything to the contrary in this Agreement or elsewhere, we may monitor, analyse and compile statistical and performance information based on or related to your use of the SaaS Services ("Analytics"). You agree that we may use such Analytics, provided that it does not infringe any right or obligation including with respect to your clients, personnel or other third parties.
- 10.4 We and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property rights in the foregoing.

10.5 You grant us a limited licence to transmit, store and back-up or otherwise access the Analytics, Customer Data, Confidential Information and Personal Information during the Agreement Term solely and exclusively to:

- (a) supply the SaaS Services to you (including to enable you, your Authorised Users or your Personnel to access and use the SaaS Services);
- (b) diagnose problems with the SaaS Services; or
- (c) develop other services, provided we de-identify the Customer Data, Confidential Information or Personal Information and comply with all other applicable obligations hereunder, statutory or otherwise.

as reasonably required to perform our obligations under this Agreement.

10.6 We must, at all times, ensure that our use of the Analytics, Customer Data, Confidential Information and Personal Information is compliant with all Laws.

10.7 We will indemnify you against all Liability suffered or incurred by you arising in connection with any claim by a third party that your use of the SaaS Services as permitted under this Agreement infringes or misappropriates the Intellectual Property of a third party (“Claim Against You”), provided that you:

- (a) promptly give us written notice of the Claim Against You;
- (b) give us sole control of the defence and settlement of the Claim Against You (provided that we may not settle any Claim Against You unless the settlement unconditionally releases you of all Liability); and
- (c) provide us all reasonable assistance, at our expense.

10.8 If there is a Claim Against You, or if we reasonably believe the SaaS Services may infringe or misappropriate the Intellectual Property of a third party, we may, in our discretion and at no cost to you:

- (a) modify the SaaS Services, without breaching our warranties under clause 15, so that they no longer infringe or misappropriate, unless such modification would negatively alter the functionality of the SaaS Services;
- (b) obtain a licence for your continued use of the SaaS Services in accordance with this Agreement, on terms no more onerous than those contained in this Agreement; or
- (c) terminate your Licence for the affected SaaS Services on 30 days’ written notice, and refund to you any prepaid fees covering the remainder of the Licence term after the effective date of termination.

11 Liability

11.1 Despite anything to the contrary in this Agreement or elsewhere, to the maximum extent permitted by Law (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise:

- (a) our maximum aggregate Liability arising from or in connection with this Agreement (including the SaaS Services or the subject matter of this Agreement) will be limited to, and must not exceed in the aggregate for all claims, the total amount of Fees you paid to us in the 12-month period directly preceding the date on which such Liability arose;
- (b) we will not be liable to you for any Consequential Loss unless caused or exacerbated by the SaaS Services;
- (c) we will have no Liability for, and you waive and release us from and against, all Liability arising from or in connection with any:
 - (i) loss of, or damage to, any property;
 - (ii) injury to or loss to any person;
 - (iii) failure or delay in providing the SaaS Services;
 - (iv) breach of this Agreement or any Laws; or
 - (v) the Computing Environment;

where caused or contributed to by any:

- (i) Force Majeure Event;

- (ii) fault, defect, error or omission in the Computing Environment (unless caused or exacerbated by the SaaS Services); or
- (iii) act or omission by you, your related parties, Authorised Users or Personnel.

11.2 Certain legislation, including the Australian Consumer Law (“ACL”) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection Laws, may confer you with rights, warranties, guarantees or remedies relating to the provision of the SaaS Services, which cannot be excluded, restricted or modified (“Statutory Rights”). Nothing in this Agreement attempts to exclude, restrict or modify your Statutory Rights as a consumer under the ACL or similar consumer protection Laws.

11.3 You acknowledge and agree that:

- (a) you are responsible for all users using the SaaS Services, including your Personnel and your Authorised Users;
- (b) we may use third-party service providers to host the SaaS Services, and if such third-party service providers cease to make their services or programs available on reasonable terms, we may cease providing any affected features of the SaaS Services without Liability and without entitling you to any refund, credit or other compensation;
- (c) the SaaS Services may use third party products, facilities or services, and we do not make any warranty or representation in respect of such third-party products, facilities or services unless they affect the performance of the SaaS Services;
- (d) we do not guarantee, but will use best endeavors to ensure, that any file or program available for download or execution from or via the SaaS Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used;
- (e) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, your Authorised Users or your Personnel; and
- (f) we may pursue any available equitable or other remedy against you if you breach any provision of this Agreement.

12 Termination

12.1 To the extent permitted by law, either Party may terminate this Agreement if the other Party:

- (a) has breached a material term of this Agreement and has failed to remedy such breach within 30 Business Days of receiving notice to do so, subject to any other express right of termination;
- (b) cease operation without a successor; or
- (c) is subject to an Insolvency Event.

12.2 We may terminate this Agreement by providing you with 5 Business Days’ notice, in our sole discretion, if you fail to pay any Fees or amounts owed to us within 30 days of the due date, if such delay has not been cured after a 30 day cure notice has been served.

12.3 On termination of this Agreement:

- (a) you must cease using the SaaS Services and we will cease to provide the SaaS Services;
- (b) you agree that any payments made are not refundable;
- (c) you must pay for all SaaS Services provided under this Agreement including SaaS Services which have been performed and have not yet been paid by you, and all other amounts due and payable under this Agreement, including under an indemnity, within 7 Business Days of termination;
- (d) you must promptly return (where possible) or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and documents containing or relating to our Confidential Information or Intellectual Property, unless you are required to retain such information by Law; and

- (e) we must promptly return or delete or destroy (where so indicated by you), your Confidential Information and Intellectual Property, and documents containing or relating to your Confidential Information or Intellectual Property, unless we are required to retain such information by Law.

12.4 For the avoidance of doubt, any provisions of this Agreement that by their nature survive the termination of this Agreement will remain in force after the Agreement Term.

12.5 You must, within 1 month of the date of termination or expiry of this Agreement, copy all Customer Data, Confidential Information and Personal Information and we will allow you access to the SaaS Services (including access to the Customer Data, Confidential Information and Personal Information in SQL format) during this time solely for that purpose. After this time, we shall permanently delete all Customer Data, Confidential Information and Personal Information.

12.6 On termination of this Agreement, we may offer to provide you with disengagement support services at our then current rates, and such disengagement support services must be agreed in writing by the Parties.

12.7 The accrued rights, obligations and remedies of the Parties are not affected by the termination of this Agreement.

13 General Warranties

13.1 We warrant and agree that:

- (a) we are properly constituted and have the right and authority to enter into this Agreement;
- (b) we will provide the SaaS Services in accordance with all applicable Laws;
- (c) we will ensure all of our obligations under this Agreement will be carried out by suitably competent and trained Personnel in an efficient and professional manner; and
- (d) the SaaS Services will perform in accordance with the specifications provided by us.

13.2 You warrant and agree that:

- (a) there are no legal restrictions preventing you from entering into this Agreement;
- (b) you are not subject to an Insolvency Event;
- (c) you will reasonably cooperate with us and provide us in a timely manner with all reasonable assistance, resources, data, people, information, facilities, access and documentation that is necessary to enable us to perform the SaaS Services and as otherwise requested by us from time to time;
- (d) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete and that we will rely on such information and documentation in order to provide the SaaS Services; and
- (e) you will inform us if you have reasonable concerns relating to our provision of the SaaS Services under this Agreement, with the aim that the Parties will use all reasonable efforts to resolve your concerns.

14 Confidential Information

14.1 Each Party (“Recipient”) must keep confidential and not disclose any Confidential Information of the other Party (“Discloser”) except:

- (a) where permitted by this Agreement;
- (b) with the prior written consent of the Discloser;
- (c) where the Confidential Information is received from a third party, except where there has been a breach of confidence;
- (d) on a confidential, “needs to know” basis to the Recipient’s Personnel, auditors, insurers, agents and professional advisors, provided they have been notified of this obligation of confidence and the respective Party hereunder responds for the acts, actions and omissions of the respective third party; or

- (e) where the Recipient is compelled to do so by Law, provided that it gives the other Party written notice prior to disclosure.

14.2 The Recipient must only use the Confidential Information of the Discloser for the purpose for which it was disclosed and in connection with this Agreement.

15 General

- 15.1 This Agreement may only be amended by a written instrument executed by both Parties.
- 15.2 Neither Party may assign, transfer or otherwise deal with all or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported dealing in breach of this clause is of no force or effect.
- 15.3 For any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (“Dispute”) senior representative of the Parties will seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the International Institute for Conflict Prevention & Resolution to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 15.4 This Agreement contains the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 15.5 The SaaS Services will be provided to you on a non-exclusive basis.
- 15.6 We reserve the right at any time and from time to time to change or remove features of the SaaS Services.
- 15.7 With your prior written consent, we may use advertising or publicly announce that we have undertaken work for you, including on the Site and in our marketing materials.
- 15.8 With your prior written consent, we may engage subcontractors to perform the SaaS Services on our behalf. Despite this, we will remain responsible for all of our obligations under this Agreement.
- 15.9 Any failure or delay by a Party in exercising a power or right (either wholly or partly) in relation to this Agreement does not operate as a waiver or prevent a Party from exercising that power or right or any other power or right. A waiver must be in writing.
- 15.10 If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions.
- 15.11 This Agreement is governed by NSW law. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

16 Definitions

Agreement means these terms and conditions, the Order Form and all schedules, annexures and attachments included, or referred to, in this agreement.

Authorised Users means a user permitted to access and use the SaaS Services under your Account;

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Australia;

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and Systems;

Confidential Information includes confidential information about a Party’s business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists

(including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as "confidential" but does not include any information which is in the public domain other than through a breach of confidence. Our Confidential Information includes our Intellectual Property. Your Confidential Information includes the Customer Data and Personal Information;

Consequential Loss includes any indirect, incidental or consequential loss, loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any remote, abnormal or unforeseeable loss, loss of use and/or loss or corruption of data or any loss or damage relating to business interruption, or otherwise, suffered or incurred by a person, arising out of or in connection with this Agreement (whether involving a third party or a Party to this Agreement or otherwise);

Contact means the set of information relating to an email address, as stored in and enriched by the SaaS Services;

Customer Data means the information, logos, documents, qualifications and other Intellectual Property or data inputted by you or on your behalf, your Personnel or Authorised Users into the Software or stored by the SaaS Services or generated by the SaaS Services as a result of your use of the SaaS Services;

Customer Relationship Management System or **CRM** means the digital service we offer as part of the SaaS Services for managing relationships, opportunities, and business development and marketing initiatives, as set out on our Site or in the Order Form;

Email Marketing System or **EMS** means the digital service we offer as part of the SaaS Services for creating, sending and managing marketing emails as set out on our Site or in the Order Form;

Fees means the fees set out in the Order Form;

Fixed Term License means a License to access and use the SaaS Services which begins on the Commencement Date continues in accordance with the Term, or the Initial Term and any Renewal Term or Trigger Event set out in the Order Form;

Force Majeure Event means an event which is beyond a Party's reasonable control including a fire, storm, flood, earthquake, explosion, accident, act of the public enemy, terrorist act, war, rebellion, insurrection, sabotage, transportation embargo, and strike by employees of a third person;

Initial Term means the initial period for any Fixed Term License with an initial term, as set out in the Order Form (as applicable);

Insolvency Event means the occurrence of any one or more of the following events in relation to either Party:

- (a) it is or states that it is insolvent or is deemed or presumed to be insolvent under any applicable Laws;
- (b) an application or order is made for its winding up, bankruptcy or dissolution or a resolution is passed or any steps are taken to pass a resolution for its winding up or dissolution;
- (c) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the Laws of any relevant jurisdiction is appointed in respect of it or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within 10 Business Days;
- (d) a controller is appointed in respect of any of its property;
- (e) it is deregistered under the Corporations Act or other legislation or notice of its proposed deregistration is given to it;
- (f) a distress, attachment or execution is levied or becomes enforceable against it or any of its property;
- (g) it enters into or takes action to enter into an arrangement, composition or compromise with, or assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them;

- (h) a receiver or manager (or both) or trustee in bankruptcy is appointed in respect of it or its property;
- (i) a petition for the making of a sequestration order against its estate is presented and the petition is not stayed, withdrawn or dismissed within 10 Business Days or it presents a petition against itself; or
- (j) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of the relevant Party;

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, customer names or internet domain names. Our Intellectual Property includes the Software;

Laws means acts, ordinances, regulations, rules, code and by-laws of the Commonwealth or any state or territory and includes the Privacy Act and the Spam Act 2003 (Cth);

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise;

Mailbox means an email address monitored by the SaaS Services in connection with your Account, whether or not such email address is associated with an Authorised User;

Order Form means the document shared with you outlining our products and services from which you have accessed these terms and conditions;

Payment Terms means the payment terms set out in the Order Form;

Personal Information is defined in the Privacy Act and also includes any similar term as defined in any other privacy law applicable to you;

Personnel means, in relation to a Party, the officers, employees, contractors, sub-contractors and agents of that Party;

Privacy Act means the Privacy Act 1988 (Cth);

Renewal Term means any renewal period for any Fixed Term License with a renewal term, as set out in the Order Form (if applicable);

SaaS Services means our Software and software-as-a-service product, as described in the Order Form and on the Site including our Customer Relationship Management System and Email Marketing System;

Site means the website located at <https://nexl.cloud>;

Software means the software used to provide any of the SaaS Services, and includes any instructions in hard copy or electronic form and any update, modification or release of any part of that software after this Agreement is entered into by the Parties;

System means all hardware, software, networks and other IT systems used by a Party from time to time, including a network;

Term means the fixed term for any Fixed Term Licence, where there is no automatic renewal, as set out in the Order Form; and

Trigger Event means any event required to cause one or more Renewal Terms to come into effect, and as set out in the Order Form (as applicable).

17 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) headings are for convenience only and do not affect interpretation;
- (c) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (d) if any act which must be done under this Agreement is to be done on a day that is not a Business Day then the act must be done on or by the next Business Day;
- (e) the word "month" means calendar month and the word "year" means 12 months;
- (f) the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (g) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (h) the word "includes" and other similar words mean "includes without limitation";
- (i) a reference to \$ or dollars refers to the United States Dollar (USD); and
- (j) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from the clause.