"SCAFFOLDING SOFTWARE" LICENSE AGREEMENT

for

CLOUD VERSIONS OF iRent/iScaf/iQuote – Software Suite

This Agreement is made the   day of   2016

Between:

CAYSA PTY LTD atf CAYSA TECHNOLOGIES TRUST (ABN 34 868 129 045) trading as SCAFFOLDING SOFTWARE of 2203/265 Exhibition Street, Melbourne, VIC 3000 ("the Supplier")

and

"**THE CUSTOMER**" specified in Item 1 of **Schedule 1**.

Whereas:

A.   The Customer wishes to acquire computer software from time to time over a specified period;

B.   The Supplier has agreed to supply computer software via cloud delivery to the Customer over an agreed period, subject to the terms and conditions set out below.

IT IS HEREBY AGREED AS FOLLOWS.

Part A: Definitions and interpretation

1   Definitions

1.1   In this Agreement, unless the contrary intention appears:

- **Agreement** means this agreement for the supply of computer software over a fixed period;

- **Commencement Date** means the date so specified in **Schedule 1**;

- **Confidential Information** means the confidential information of a Party which relates to the subject matter of this Agreement and includes information relating to:
  - (a)   the design, specification and content of the Licensed Software;
  - (b)   the personnel, policies or business strategies of the Supplier;
  - (c)   the terms upon which Licensed Software is supplied or installed pursuant to this Agreement;

- **Customer Data** means the data inputted and generated by the Customer by using the Licensed Software;

- **Designated Equipment** means the computer equipment and operating systems upon which the Licensed Software may be used;

- **Documentation** means operating manuals and other printed materials including user manuals, programming manuals, modification manuals, flow charts, drawings and software listings which are designed to assist or supplement the understanding or application of the Licensed Software;

- **Force Majeure** means a circumstance beyond the reasonable control of the Parties which results in a Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but not be limited to:

  (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;
  (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
  (c) strikes.

- **Initial Term** means the duration of the initial term of the licence, as specified in **Schedule 1**;

- **Intellectual Property Rights** means copyright, trade mark, design, patent, semiconductor or circuit layout rights;

- **Licence Fee** means the fee specified in Schedule 1, payable by the Customer to the Supplier, for the use of the Licensed Software;

- **Licensed Software** means the software of the type described in Schedule 1, consisting of a set of instructions or statements in machine readable medium and any enhancement, modification, update or new release of the software or part thereof;

- **Order** means an agreement between the Parties for the supply of the Licensed Software in accordance with the procedure set out herein;

- **Ordering Address** means Scaffolding Software, 2203/265 Exhibition Street, Melbourne, Victoria. 3000 or sales@scaffoldingsoftware.com;

- **Order Invoice** means the invoice for the supply of Licensed Software, issued by the Supplier to the Customer containing the Order Specification;

- **Order Specification** means the details of the supply of the Licensed Software set out in **Schedule 1;**

- **Party** means either the Supplier or the Customer as the context dictates;

- **Schedule** means a schedule to this Agreement;

- **User** means a named user of the Licensed Software which may be used on multiple devises under that user name, but only one device under that named User may be used at any one time.

2   Interpretation

2.1   In this Agreement, unless the contrary intention appears:

  (a) the clause headings are for ease of reference only and shall not be relevant to interpretation;
  (b) a reference to a clause number is a reference to its subclauses;
  (c) words in the singular number include the plural and vice versa;

(d)   words importing a gender include any other gender;

(e)   a reference to a person includes bodies corporate and unincorporated associations and partnerships;

(f)   a reference to a clause is a reference to a clause or subclause of this Agreement;

(g)   a reference to a subclause is a reference to a subclause of the clause in which that reference is made;

(h)   where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(i)   a reference to a Schedule includes a reference to any part of that Schedule which is incorporated by reference;

(j)   the recitals to this Agreement do not form part of the Agreement;

(k)   monetary references are references to Australian currency.

2.2   No provision of this Agreement will be interpreted as attempting to exclude or limit, or having the effect of excluding or limiting, the operation of subsection 47B(3) or section 47C, 47D, 47E or 47F, of the *Copyright Act 1968* (Cth). Any provision which is inconsistent with any such subsection or section will be read down or otherwise deemed to be varied to the extent necessary to preserve the operation of such subsection, section or sections.

Part B: Supply of software

3   Scope of agreement

3.1   The Supplier is appointed as the supplier of the Licensed Software to the Customer for the period specified in **Schedule 1**.

3.2   For the duration of this Agreement, the Supplier shall provide access to the Licensed Software to the Customer in the manner specified in this Agreement.

4   Renewal of software license

4.1   Subject to subclause 2, this Agreement may be renewed for a subsequent term of similar duration to the period of the initial appointment.

4.2   Renewal of this Agreement pursuant to subclause 1 is subject to the consent of the Supplier. The Supplier may require an adjustment of the Charges as a condition of providing its consent to renewal.

5   Ordering procedure

5.1   If the Customer wishes to acquire access to the Licensed Software, it shall provide the details set out in Schedule 1 to the Supplier and request that the Supplier issue an invoice for the Licensed Software.

5.2   The Supplier shall, within seven (7) days issue the Customer with an invoice for the required software and number of Users.

5.3   Payment by the Customer of the invoice or the Customer's first use of the Licensed Software, whichever shall occur first, is deemed acceptance of the terms of this Agreement.

6   Access to Licensed Software, User Accounts and Passwords

6.1   The Supplier shall provide access to the Licensed Software to the Customer via the web by supplying

user names and passwords.

7   Term of licence

7.1   The Supplier hereby grants to the Customer a non-exclusive, non-transferable licence for the Initial Term.

7.2   At the sole discretion of the Supplier, the licence may be renewed for subsequent terms of similar duration to the Initial Term. The Customer shall provide at least thirty (30) days' notice in writing prior to the expiry of the Initial Term or any subsequent term if it wishes to renew the licence pursuant to this subclause.

7.3   A licence renewal fee, shall be payable in the event the licence is extended pursuant to this clause.

8   Documentation

8.1   The Documentation is licensed to the Customer for the duration of the Agreement.

8.2   The Supplier shall provide the Customer with electronic copies of the Documentation as required.

8.3   The Customer acknowledges that the Documentation contains sufficient information for the adequate use of the Licensed Software.

8.4   The Customer shall not copy or reproduce the Documentation except to the extent otherwise authorised by this Agreement.

9   Licence conditions

9.1   The Customer may only use the Licensed Software in accordance with the normal operating procedures as notified by the Supplier.

9.2   The Customer is granted a concurrent licence and Customer may only allow as many Users of the Licensed Software as are specified in Schedules 1, provided the Customer:

(a)   monitors the usage of the Licensed Software;
(b)   ensures that the maximum number of Users is not exceeded; and
(c)   provides written reports on request to the Supplier regarding the existing number of users.

9.3   The Customer shall not copy, alter, modify or reproduce the Licensed Software except to the extent otherwise authorised by this Agreement.

9.4   In addition to any other remedies available to the Supplier under this Agreement or otherwise, any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Licensed Software will entitle the Supplier to any available equitable remedy against the Customer.

9.5   The Supplier shall support the Licensed Software during the Initial Term (and any renewals) to ensure its operation.

9.6   The Customer must not create or permit to exist a security interest over the Licensed Software or Documentation or in any modifications to, or enhancements, updates or new releases of, the Licenced Software or Documentation. For the purposes of the foregoing, "security interest" means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth) or any other mortgage,

pledge, lien, charge or other arrangement of any kind which in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors.

10   Copying

10.1   Subject to subclause 2, the Customer shall not copy or reproduce the Licensed Software or Documentation by any means or in any form without the Supplier's prior written consent.

10.2   The Customer may not copy the Licensed Software for any reason whatsoever. The Customer is responsible for backing up its own data. . If requested by the Supplier, the Customer shall issue a notice in a form approved by the Supplier to all employees and other authorised Users of the Licensed Software under its direction or control, advising such persons of the Customer's obligations under this clause and also advising of the possible civil and criminal consequences of a breach of this clause.

11   Modifications

11.1   The Customer shall not modify or alter the Licensed Software or merge all or any part of the Licensed Software with any other software without the Supplier's written permission.

11.2   If the Licensed Software is modified or altered by the Supplier, or by the Customer with the permission of the Supplier pursuant to subclause 1:

(a)   the costs associated with the modifications or alterations or the costs arising out of the investigation of the effects of proposed modifications or alterations will be borne solely by the Customer; and

(b)   the Customer will fully indemnify the Supplier against all liability which may be incurred by the Supplier if such modifications or alterations infringe any Intellectual Property Rights of a third person or otherwise cause the Supplier to suffer loss, damages or expense.

11.3   The Licensed Software as modified or altered remains the property of the Supplier in all respects, whether modified by the Customer, the Supplier or a third party and whether or not authorised pursuant to this Agreement. Specifically, the Customer shall if necessary assign to the Supplier all Intellectual Property Rights arising out of any modifications to the Licensed Software.

11.4   This Agreement shall apply to the Licensed Software as modified or altered.

11.5   The Customer shall execute such documents and perform such other acts as are necessary in order to give effect to subclause 3.

12   Reverse engineering

The Customer shall not reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Licensed Software.

13   Security of Accounts and Passwords

13.1   The Customer shall be solely responsible for the use, supervision, management and control of the Licensed Software and Documentation.

13.2   The Customer shall ensure that the Licensed Software is protected at all times from misuse, damage, destruction or any form of unauthorised use.

13.1   If access to the Licensed Software requires the User to open an account, the Customer must ensure that all Users complete the registration process by providing the Supplier with current, complete and accurate information as prompted by the applicable registration form.

13.2   The Customer and each User are entirely responsible for maintaining the confidentiality of the Customer's User accounts and passwords. Furthermore, the Customer and each User are entirely responsible for any and all activities that occur under User accounts, including use by an unauthorised person.

13.3   The Customer and each authorised User shall take all reasonable precautions to protect the Licensed Software and the Customer Data from and against infections from viruses, malware or ransomeware. The Supplier is not responsible for any failure by the Customer to protect against such infections.

13.4   The Customer and each authorised User agree to notify the Supplier immediately of any unauthorised use of its or their account or any other breach of security. The Supplier will not be liable for any loss that may arise as a result of someone else using the Customer's User passwords or account, either with or without the Customer's knowledge.

13.5   he Customer shall keep accurate records of use, copying, modification and disclosure of the Licensed Software. The Customer shall permit the Supplier to inspect such records at any time during the Customer's normal business hours. If the Supplier requests, the Customer shall furnish to the Supplier a copy of all or any part of such records.

14   Updates and new releases

14.1   The Supplier may from time to time to provide updates or new releases of the Licensed Software.

14.2   The Supplier will make available to the Customer any update or new releases. of the Licensed Software.

14.3   Where an update or new release is provided pursuant to subclause 2:

(a)   the Supplier will make available the new release at no additional charge to the Customer;
(b)   the charge for use of the new release will be no higher in respect of the then current term than the then current Licence Fee;
(c)   this Agreement will continue to apply in all respects to the update or new release; and

14.4   Without limiting the Customer's obligations under this clause, and notwithstanding any other provision of this Agreement, the Supplier shall be under no liability to the Customer in the event of loss or damage suffered by the Supplier as a result of its failure to comply with this clause, and the Customer shall indemnify the Supplier in respect of any loss or damage suffered by the Supplier as a result of the Customer's failure to comply with this clause.

Part C: General

15   Licence fee

15.1   In respect of each Order, the Customer shall pay the License Fee to the Supplier in the manner specified in **Schedule 1**.

15.2   The Customer shall pay the Supplier interest on any amount due and not paid by the Customer within the timeframe required by this Agreement at the rate of interest specified in **Schedule 1**.

15.3   The Licence Fees are exclusive of GST or any other taxes, duties and charges imposed or levied in

Australia or overseas in connection with the supply and installation of the Licensed Software. Without limiting the foregoing, the Customer shall be liable for any new taxes, duties or charges imposed subsequent to the Commencement Date in respect of the goods and services which are the subject of this Agreement.

16   Information Technology and Communications Infrastructure

16.1   The Customer acknowledges that the Licensed Software uses a third party cloud computing platform known as Microsoft Azure. Use of the Licensed Software is subject to the limitations inherent in the use of the internet and other third party communications software. The Supplier shall not be responsible for any delays, delivery failures or other damage resulting from their use.

16.2   It shall be the responsibility of the Customer to maintain an information technology operating and communications infrastructure environment designated in the Documentation or to otherwise use the Licensed Software in accordance with specifications issued by the Supplier from time to time, whether in the Documentation or otherwise.

16.3   The Supplier does not accept any responsibility for defects, data corruptions, software failure or performance degradation caused by viruses, malware or other software that may interfere with the way the Licensed Software operates.

17   Confidentiality

17.1   A Party shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information.

17.2   A Party shall not be in breach of subclause 1 in circumstances where it is legally compelled to disclose the other Party's Confidential Information.

17.3   Each Party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information.

17.4   Notwithstanding any other provision of this clause, the Supplier may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

17.5   This clause shall survive the termination of this Agreement.

18   Intellectual property rights

18.1   Subject to subclauses 2, 3 and 4, the Supplier shall indemnify the Customer against liability under any final judgment in proceedings brought by a third party against the Customer which determine that the Customer's use of the Licensed Software constitutes an infringement in Australia of any Intellectual Property Rights in the Licensed Software.

18.2   The Supplier shall not be required to indemnify the Customer as provided in subclause 1 unless the Customer:

(a)   notifies the Supplier in writing as soon as practicable of any infringement, suspected infringement or alleged infringement;

(b)   gives the Supplier the option to conduct the defence of such a claim, including negotiations for

settlement or compromise prior to the institution of legal proceedings;

(c)   provides the Supplier with reasonable assistance in conducting the defence of such a claim;

(d)   permits the Supplier to modify, alter or substitute the infringing part of the Licensed Software at its own expense in order to avoid continuing infringement, or authorises the Supplier to procure for the Customer the authority to continue the use and possession of the infringing Licensed Software.

18.3   The Supplier shall not indemnify the Customer to the extent that an infringement, suspected infringement or alleged infringement arises from:

(a)   use of the Licensed Software in combination by any means and in any form with other goods not specifically approved by the Supplier;

(b)   use of the Licensed Software in a manner or for a purpose not reasonably contemplated or not authorised by the Supplier;

(c)   modification or alteration of the Licensed Software without the prior written consent of the Supplier; or

(d)   any transaction entered into by the Customer relating to the Licensed Software without the Supplier's prior consent in writing.

18.4   In the event that proceedings are brought or threatened by a third party against the Customer alleging that the Customer's use of the Licensed Software constitutes an infringement of Intellectual Property Rights, the Supplier may at its option and at its own expense conduct the defence of such proceedings. The Customer shall provide all necessary co-operation, information and assistance to the Supplier in the conduct of the defence of such proceedings.

18.5   The Customer shall indemnify the Supplier against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging such infringement if:

(a)   the claim arises from an event specified in subclause 3; or

(b)   the ability of the Supplier to defend the claim has been prejudiced by the failure of the Customer to comply with any requirements of subclauses 2 or 4.

19   General exclusion and operation of laws

19.1   Nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or liability implied in this Agreement or protected by law to the extent that such exclusion, restriction or modification would render this Agreement or any provision of this Agreement void, illegal or unenforceable. Subject to that, any condition, warranty, right or liability which would otherwise be implied in this Agreement or protected by law is excluded.

19.2   The Customer acknowledges and agrees that:

(a)   prior to entering into this Agreement it has been given a reasonable opportunity to examine and satisfy itself regarding all goods and services which are the subject of this Agreement and that prior to entering into this Agreement it has availed itself of that opportunity;

(b)   at no time prior to entering into this Agreement has it relied on the skill or judgment of the Supplier and that it would be unreasonable for the Customer to rely on any such skill or judgment; and

(c)   where any acquisition of goods under this Agreement has been made by reference to a sample or demonstration model, prior to entering into this Agreement the Customer has been given a reasonable opportunity:

(i)   to satisfy itself that the goods correspond with the sample or demonstration model as to quality, state and condition; and

(ii)   to examine the sample or demonstration model for any apparent defects, and that it has availed itself of that opportunity.

19.3   The application of the *United Nations Convention on Contracts for the International Sale of Goods* (the *Vienna Convention*) to this Agreement (by virtue of any law relevant to this Agreement) is excluded.

19.4   Pursuant to s 64A of the Australian Consumer Law (under the Competition and Consumer Act 2010 (Cth)):

(a)   this sub-clause applies in respect of any of the goods or services supplied under this Agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this sub-clause will not apply if the Customer establishes that reliance on it would not be fair and reasonable;

(b)   liability for breach of a guarantee conferred by the Australian Consumer Law (under the *Competition and Consumer Act 2010* (Cth)), other than those conferred by ss 51–53 of that Law, is limited:

     (i)   in the case of goods, to any one of the following as determined by the Supplier:

         (A)   the replacement of the goods or the supply of equivalent goods; or

         (B)   the repair of the goods; or

         (C)   the payment of the cost of replacing the goods or of acquiring equivalent goods; or

         (D)   the payment of the cost of having the goods repaired;

     (ii)   in the case of services, to any one of the following as determined by the Supplier:

         (A)   the supplying of the services again; or

         (B)   the payment of the cost of having the services supplied again.

20   Liability of supplier

20.1   The Supplier shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to this Agreement or in respect of a failure or omission on the part of the Supplier to comply with its obligations under this Agreement.

20.2   Subject to subclause 3, the Customer warrants that it has not relied on any representation made by the Supplier which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by the Supplier.

20.3   The Customer warrants that it shall use third-party software subject to the terms and conditions between the third-party software provider and Customer. The Supplier shall have no liability for third-party software.

20.4   The Customer acknowledges that to the extent the Supplier has made any representation which is not otherwise expressly stated in this Agreement, the Customer has been provided with an opportunity to independently verify the accuracy of that representation.

20.5   The Customer shall at all times indemnify and hold harmless the Supplier and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:

(a)   a breach by the Customer of its obligations under this Agreement; or

(b)   any wilful, unlawful or negligent act or omission of the Customer.

21   Termination

21.1   This Agreement will terminate upon expiration of the Initial Term of the Licence set out in **Schedule 1** unless extended or renewed.

21.2   Without limiting the generality of any other clause in this Agreement, the Supplier may terminate this Agreement or an Order, in whole or in part, immediately by notice in writing if:

(a)   the Customer is in breach of any term of this Agreement and such breach is not remedied within thirty (30) days of notification by the Supplier;

(b)   the Customer for any reason destroys or disposes of or loses custody of the Licensed Software;

(c)   the Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;

(d)   the Customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;

(e)   the Customer, being a natural person, dies; or

(f)   the Customer ceases or threatens to cease conducting its business in the normal manner.

21.3   Upon termination of the licence for any reason, the Customer Data will saved by the Supplier for a period of thirty (30) days after which it will be deleted.

21.4   If notice is given to the Customer pursuant to subclause 1, the Supplier may, in addition to terminating the Agreement:

(a)   retain any moneys paid;

(c)   charge a reasonable sum for work performed in respect of which work no sum has been previously charged;

(d)   be regarded as discharged from any further obligations under this Agreement; and

(e)   pursue any additional or alternative remedies provided by law.

22   Force majeure

22.1   Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.

22.2   If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended.

22.3   If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds sixty (60) days, either Party may immediately terminate the Agreement on providing notice in writing to the other Party.

22.4   If this Agreement is terminated pursuant to subclause 3, the Supplier shall refund moneys previously paid by the Customer pursuant to this Agreement for goods or services not provided by the Supplier to the Customer.

23   Sub-contracts

23.1   The Supplier may sub-contract for the performance of this Agreement or any part of this Agreement.

23.2   The Supplier may, without the consent of the Customer, engage individuals on a sub-contract or consultancy basis, whether or not operating under a corporate structure, to assist in the provision of services pursuant to this Agreement.

24 Entire agreement

24.1 Subject to subclause 2, this Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

24.2 In relation to each Order, this Agreement shall be supplemented by the relevant Order Invoice, incorporating the relevant Order Specifications.

25 Assignment and novation

25.1 The benefit of this Agreement shall not be assigned by the Customer without the Supplier's written consent.

25.2 The Supplier may consent to the assignment or novation of this Agreement by the Customer subject to such conditions as it chooses to impose.

26 Waiver

26.1 No right under this Agreement shall be deemed to be waived except by notice in writing signed by each Party.

26.2 A waiver made by the Supplier pursuant to subclause 1 will not prejudice its rights in respect of any subsequent breach of the Agreement by the Customer.

26.3 Subject to subclause 1, any failure by the Supplier to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by the Supplier to the Customer, will not be construed as a waiver of the Supplier's rights under this Agreement.

27 Variation

27.1 The provisions of this Agreement shall not be varied, except by agreement in writing signed by the Parties.

27.2 If either Party wishes to vary the Agreement, the proposing Party shall submit a copy of the proposed variations to the other Party ("the receiving Party"), specifying a reasonable period in which the receiving Party is to provide written notice of acceptance or rejection of the proposal.

27.3 If the receiving Party accepts the variations, the Agreement shall be deemed to be so amended from the date of acceptance.

27.4 The Parties agree that continued use of the Licensed Software by the Customer shall be deemed acceptance of the Customer of any variations proposed by the Supplier.

27.5 If the receiving Party rejects the proposed variations, each Party shall perform the Agreement in accordance with the unvaried terms.

28 Disputes

28.1 Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the Parties or their representatives shall be submitted to arbitration in accordance with the Rules for

the Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators Australia. During such arbitration, both Parties may be legally represented.

28.2 Prior to referring a matter to arbitration pursuant to subclause 1, the Parties shall:

(a) formally refer the dispute to their respective contract managers for consideration;

(b) if the respective contract managers are unable to resolve the dispute after five (5) days (or such other period as is agreed between the Parties) from the date of referral, refer the dispute to the respective chief executive officers of each Party; and

(c) in good faith explore the prospect of mediation.

28.3 Nothing in this clause shall prevent a Party from seeking urgent equitable relief before an appropriate court.

29 Supplier's rights

29.1 Any express statement of a right of the Supplier under this Agreement is without prejudice to any other right of the Supplier expressly stated in this Agreement or existing at law.

30 Survival of agreement

30.1 Subject to any provision to the contrary, this Agreement shall enure to the benefit of and be binding upon the Parties and their successors, trustees, permitted assigns or receivers but shall not enure to the benefit of any other persons.

30.2 The covenants, conditions and provisions of this Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

31 Severability

31.1 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.

32 Governing law

32.1 This Agreement will be governed by and construed according to the law of the jurisdiction specified in **Schedule 1.**

33 Notices

33.1 Notices under this agreement may be delivered by hand, by mail, by email or by facsimile to the addresses specified in **Schedule 1**.

33.2 Notice will be deemed given:

(a) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;

(b) in the case of posting, three days after despatch;

(c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission;

(d)   in the case of email, upon receipt of a read receipt if sent on a business day or otherwise at the commencement of the first business day following the email.

34   Acceptance of Terms

34.1   This Agreement is deemed to be accepted by the Customer upon the Customer's payment of the Order Invoice or the Customer's first use of the Licensed Software, whichever shall occur first.

Schedule 1 –

Scaffolding Software Order Form

Part A

1. **Customer Details** – [insert full legal name, ABN/ACN, registered address.]

2. **Initial Term of Licence –** [specify 3 months, 6 months, 12 months]

3. **Number of Authorised Users -**

4. **Commencement Date –** Commencement of this Agreement shall be deemed to be the date the Customer first accesses the software via the usernames and passwords supplied by the Supplier.

5. **Governing Law** – State of Victoria, Australia

6. **Licensed Software –** [specify iScaf, iRent, IRent ERP, iQuote, sContract – Design, sContract – Inventory, sContract – Quotations, sContract-Invoicing]

7. **Customer Contact** – [name of individual at Customer responsible for account]

8. **Address for Notices** – [insert Customer contact name, address, email]

Part B -Licence Fees

1. Licence Period and Fees - [Specify license fees for each period of time]

    - 3 months,
    - 6 months,
    - 12 months

2. Methods of Payment

    - Direct deposit by EFT;

    - Paypal;

    - Credit Card;

    - (Additional fees may apply to some forms of payment specified on invoice)

3. Interest on overdue amounts

    - 2% above the rate set by the *Penalty Interest Rates Act (Vic) 1983*

4. Training Fees

    - Software training may be purchased from the Supplier in one hour blocks at then prevailing rates.