

MODULAR MULTI-ASSET LICENCE TERMS

For Livestock Production Assurance (LPA) electronic National Vendor Declaration (eNVD) Integrators

THIS AGREEMENT IS MADE ON [insert date]

PARTIES

ISC Ltd	Name: Integrity Systems Company Limited ABN 34 134 745 038	
	Street Address:	Postal Address:
	Level 1, 40 Mount Street North Sydney NSW 2060	PO Box 1961 North Sydney NSW 2059
	Authorised Representative:	Technical Contact:
	Name: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.	Name: Click or tap here to enter text. Phone: Click or tap here to enter text. Email: Click or tap here to enter text.

Licensee	Name: [insert company name] ABN: [insert ABN]	
	Street Address:	Postal Address:
	[insert address]	[insert address]
	Authorised Representative:	Technical Contact:
	Name: [insert name] Mobile: [insert contact mobile number] Email: [insert contact email]	Name: [insert name] Mobile: [insert contact mobile number] Email: [insert contact email]

BACKGROUND

- A. The electronic National Vendor Declaration System (**eNVD System**) is a nationally agreed system, managed by Integrity Systems Company Limited (**ISC Limited**), which transfers electronic livestock integrity data from the consignor through the supply chain to the intended receivers, and is verified against industry systems data to ensure data integrity.
- B. The eNVD System facilitates declarations under the following programs:
- Livestock Production Assurance National Vendor Declaration and Waybill;

- b. Animal Health Declarations;
 - c. Meat Standards Australia Vendor Declarations;
 - d. National Feedlot Accreditation Scheme – Delivery Dockets;
 - e. National Feedlot Accreditation Scheme EU Grain-Fed High Quality Beef Delivery Dockets;
 - f. National Feedlot Accreditation Scheme – Form B; and
 - g. any other industry or supply chain based programs added by ISC Ltd from time to time,
(Programs).
- C. The eNVD System enables commercial software providers, under licence from ISC Ltd, to develop and maintain eNVD software tools for the Programs that enable consignors to input and transfer nationally consistent and agreed data to the receiver.
- D. ISC Ltd operates and administers the licensing of eNVD software tools for the Programs.
- E. Commercial software providers must enter into a licence agreement with ISC Ltd to be entitled to access and use the ISC API and eNVD System to provide their eNVD software tools for the Programs.
- F. The Licensee is a commercial software provider who wishes to be licensed by ISC Ltd to access and use the ISC API and eNVD System to provide its eNVD software tools in relation to one or more of the Programs.
- G. The parties agree to the terms set out in this agreement, in relation to the licensing of the Programs listed in the Particulars.

SIGNED AS AN AGREEMENT

Signed for and on behalf of
Integrity Systems Company Limited
by its authorised representative:

.....
Jo Quigley
Chief Executive Officer

Signed for and on behalf of
[insert company name]
by its authorised representative:

.....
Signature of Authorised Person

.....
Name of Authorised Person

.....
Office Held

Particulars

Program (remove those programs not being licensed)	<ul style="list-style-type: none"> • LPA NVD and Waybill, for the Purpose of creation and retrieval of LPA NVD and Waybill • Animal Health Declarations, for the Purpose of creation and retrieval of animal health declarations • MSA Declarations, for the Purpose of creation and retrieval of Meat Standards Australia declarations • NFAS Documentation, for the purpose of (delete where not applicable): <ul style="list-style-type: none"> ○ creation of NFAS documentation ○ retrieval of NFAS documentation ○ creation and retrieval of NFAS documentation • Other ISC Program, for the purpose of [describe]
Purpose	[insert description of the purpose of the Licence – for example to provide digital connection between the Software and the ISC System]
Commencement Date	[insert]
Term	12 months from the Commencement Date
Standard	National eNVD system standard issued by ISC Ltd, as amended from time to time
Software	Name of the Software product to be offered by the Licensee: [insert] Description of the Software: [insert]
Trade Mark	Trade mark number 1726140 for the word “eNVD”
Trade Mark Approved Use	<ol style="list-style-type: none"> 1. The Trade Mark may be: <ul style="list-style-type: none"> • applied by the Licensee to the Software and packaging of the Software; • used in advertisements promoting the sale of the Software; • reproduced in monotone in newspapers, publications and other 2 colour printed material for the purpose of promoting the sale of the Software; and • used as otherwise approved by ISC Ltd in writing. 2. In association with the above uses of the Trade Mark, the Licensee may use the words “Electronic National Vendor Declaration approved product”. 3. The Licensee may not use any other words or give any other indication of approval by or association with ISC Ltd.
Fees and timing of payment	There are no fees payable for the Term of this agreement.

1 Definitions and interpretation

Definitions

1.1 Where commencing with a capital letter:

Business means the business of licensing the Software operated by the Licensee.

Commencement Date means the date specified in the Schedule.

Computer Platform means the computer hardware and operating system that the Software is developed and used on (e.g. smartphone running Android, or Apple computer running macOS).

Confidential Information means all confidential or other commercially valuable information of whatever description and in whatever form relating to ISC Ltd, its activities, business, products, processes, ISC API or the eNVD System.

Corporations Act means the *Corporations Act 2001* (Cth).

Eligible Data Breach has the meaning given in Division 2 of Part IIIC of the *Privacy Act 1988* (Cth).

eNVD System means the national system that validates, stores and transfers electronic livestock integrity data from the consignor through the supply chain to the intended receivers.

Fees means the fees specified in the Particulars.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property;
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this document);
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 14 days), resolution passed or and other action taken, in each case in connection with that person, in

respect of any of the things described in paragraphs (a), (b) or (c);

- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this document reasonably deduces it is so subject);
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to in any of the things described in paragraphs (a) to (g) happens in connection with that person under the law of any jurisdiction.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, trade marks, designs, circuit layouts, trade secrets, know-how, confidential information, plant breeders' rights, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

ISC API means any application programming interfaces (including, but not limited to, specifications, subroutine definitions, software libraries, remote calls, protocols, tools and any related documentation) developed by or on behalf of ISC Ltd and made available to the Licensee to allow the Software to interact with the eNVD System.

ISC Data means all data, information, text, drawings embodied in any electronic or tangible medium which:

- (a) is supplied by MLA to the Licensee under this agreement; or
- (b) may be accessed by or on behalf of the Licensee in the course of this agreement.

ISC System means ISC Ltd's information technology systems, including the ISC API and the eNVD System.

Laws means all Australian laws, codes, guidelines and the like, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, statutory rules of an industry body, statutory and mandatory codes of conduct, regulatory guidance, writs, orders, injunctions, judgments, generally accepted accounting

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principles and industry-wide non-statutory rules or obligations in force or as applicable from time to time.

MLA Group means Meat & Livestock Australia Limited (ABN 39 081 678 364) and its Related Bodies Corporate, Integrity Systems Company Limited (ABN 34 134 745 038) the MLA Donor Company Limited (ABN 49 083 304 867).

Particulars means the table headed 'Particulars' forming part of this agreement.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth);

Personnel means the officers, employees, contractors, agents, subcontractors (including employees of subcontractors) and professional advisers of that party.

Protected Data means ISC Data, ISC's Confidential Information, any Personal Information provided by ISC Ltd to the Licensee or obtained or accessed by the Licensee as part of this agreement and any data provided to the Licensee by the customers of the Software;

Purpose means the purpose for a particular Program stated in the Particulars.

Related Bodies Corporate has the same meaning given to it in the Corporations Act.

Software means the software described in the Particulars.

Standard means the standard described in the Particulars, as updated by ISC Ltd from time to time.

Trade Marks means the trade marks specified in the Particulars.

Term means the term of this agreement which starts on the Commencement Date and continues for the period specified in the Schedule.

2 Licence to use

2.1 ISC Ltd grants the Licensee from the Commencement Date a non-exclusive, non-transferrable and non-sublicensable licence ("**Licence**") for the Term or Renewal Term:

- (a) to use the ISC API and access the eNVD System solely for the Purpose; and
- (b) to use the Trade Mark for the Trade Mark Approved Use.

2.2 The Software may be used across multiple computer platforms, at the discretion of the Licensee.

3 Term

3.1 The agreement commences on the Commencement Date and will continue in force for the Term unless the agreement is terminated earlier in accordance with the terms of this agreement.

Renewal

3.2 The agreement will automatically extend for a further 12 months following the expiry of the Term ("**Renewal Term**") unless the agreement is terminated earlier in accordance with the terms of this agreement.

3.3 ISC Ltd may elect not to renew this agreement by providing the Licensee with written notice at least 90 days before the last day of the Term or any Renewal Term.

4 Ownership

4.1 The Licensee acknowledges that the ISC System and the Trade Mark:

- (a) are the property of ISC Ltd or its licensors; and
- (b) may not be used by the Licensee other than in accordance with this agreement.

5 Updates to ISC System

5.1 ISC Ltd may update or modify the ISC System from time to time, but it is not required to do so. ISC Ltd will use reasonable endeavours to provide reasonable prior notice of those updates or modifications.

5.2 By using the ISC System, the Licensee consents to any updates or modification made to the ISC System by ISC Ltd and acknowledges that it may be required by ISC Ltd to modify its Software and undergo further testing to confirm the Software's functionality with the eNVD System.

6 No assignment

6.1 Nothing in this agreement effects an assignment or transfer of either party's Intellectual Property Rights to the other.

7 Fees and GST

Fees

The Licensee must pay the Fees in accordance with the timing set out in the Particulars.

GST

7.1 Where a party makes a taxable supply (**Supplier**) to another party (**Recipient**), the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier at the same time as the

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payment for the supply, subject to the Recipient receiving a tax invoice.

7.2 Terms used in this clause have the same meaning as in the GST Act.

8 Trade Mark Restrictions

8.1 The Trade Mark may only be used in the manner set out in the Approved Use of Trade Marks section of the Particulars and in accordance with ISC Ltd's guidelines for use of its trade marks, as notified to the Licensee from time to time.

Representative examples

8.2 On request by ISC Ltd, the Licensee must provide within an agreed timeframe, examples of all advertising and promotional materials in respect of which it intends to use the Trade Mark and must implement any changes required by ISC Ltd in order to comply with ISC Ltd's guidelines.

Alteration

8.3 In using the Trade Mark the Licensee must not alter, distort or add to it.

Other trade marks

8.4 The Licensee may use another trade mark or logo on the Software but any such trade mark or logo must:

- (a) be clearly identified as separate from the Trade Mark and must not be used in juxtaposition to the Trade Mark; and
- (b) not be deceptively similar to, or likely to cause confusion with, the Trade Mark.

9 Access and use of the ISC System

9.1 The Licensee must access and use the ISC System in accordance with the Purpose and all instructions provided by ISC Ltd to the Licensee.

9.2 The Licensee agrees, except the extent permitted by this agreement or applicable law, not to:

- (a) modify, interfere or alter the ISC System;
- (b) attempt to circumvent the security of the ISC System;
- (c) knowingly introduce any malicious or disabling code, virus or similar to the ISC System;
- (d) download, reproduce or otherwise copy the ISC System whether in whole or in part, unless expressly authorised by ISC Ltd;

(e) seek to obtain or derive the source code, underlying ideas, algorithms or file formats to the ISC System;

(f) allow third parties to use or access the ISC System without ISC Ltd's prior written consent; or

(g) attempt to work around any technical limitations in the ISC System that only allow the Licensee to use the ISC System in certain ways.

9.3 ISC Ltd may deny access or suspend or terminate access to ISC's System to the Licensee under this clause 9 at any time, including if ISC Ltd becomes aware of any potential or actual breaches of this clause 9.

9.4 While ISC Ltd adopts commercially reasonable security measures to protect any information transmitted via the ISC System, ISC Ltd does not guarantee the security of information uploaded to or created using the ISC System. The Licensee uses the ISC System entirely at the Licensee's own risk.

9.5 ISC Ltd does not guarantee that the ISC System will always be available or that the functionality of the ISC System will remain the same at all times.

10 Compliance with the Standard

The Licensee's obligation to comply

10.1 The Licensee must ensure that the Licensee and the Software comply in all respects with the Standard during the Term of this agreement.

10.2 Without limiting ISC Ltd's rights in relation to the termination of this agreement, ISC Ltd may require the Licensee to take remedial action if ISC Ltd becomes aware or reasonably suspects that the Licensee is in breach of the Standard and the Licensee agrees to implement that remedial action as soon as reasonably possible.

Amendments

10.3 ISC Ltd will use reasonable endeavours to provide the Licensee with reasonable prior notice of any proposed amendments to the Standard.

10.4 Where the Licensee is notified of an amendment to the Standard, the Licensee must comply with the amended Standard and undergo any additional testing within the timeframe specified by ISC Ltd being no less than 30 days, unless otherwise agreed by the parties in writing.

Notification of changes

10.5 The Licensee must immediately notify ISC Ltd in writing of any:

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- (a) matters that are impacting, or may impact, adversely on the performance of the Software in complying with the Standard;
- (b) matters which come to the Licensee's attention or that the Licensee suspects may adversely affect the reputation of the MLA Group or the reputation or effectiveness of the eNVD System;
- (c) instances of known or suspected non-compliance with the Standard in relation to the Software; and
- (d) any proposed changes to the Software that may materially affect the Software's compliance with the Standard or this agreement ("**Proposed Changes**") prior to being implemented in a live environment. ISC Ltd reserves the right to assess whether, in its reasonable discretion, the Software or Proposed Changes require additional testing, trialling or modifications,

and provide such further details as ISC Ltd may request from time to time.

10.6 Following notice from the Licensee under clause 10.5, ISC Ltd reserves the right to require the Licensee to take such steps, or refrain from taking such steps, as ISC Ltd may reasonably determine are necessary for the Software to maintain compliance with the Standard.

11 Privacy and Data

11.1 The Licensee must:

- (a) comply with the *Privacy Act 1988* (Cth), including its Australian Privacy Principles;
- (b) not disclose any Personal Information under or in connection with this agreement to any entities located outside of Australia without ISC Ltd's prior written consent; and
- (c) in relation to any Personal Information provided to the Licensee by ISC Ltd under this agreement, the Licensee must:
 - (i) only store, use, disclose or otherwise handle the information for the specific purposes for which it was provided to the Licensee under this agreement;
 - (ii) co-operate with any reasonable request or direction of ISC Ltd which relates to the protection of the information; and
 - (iii) not disclose this information to any other entities without ISC Ltd's consent; and

- (d) the Licensee must promptly notify ISC Ltd of any complaint that it receives concerning the Personal Information under this agreement and comply with any reasonable directions of ISC Ltd in relation to such complaint.

11.2 The Licensee agrees that any data or information shared by the end-user customers of the Software during their use of the Software will remain owned by those end-user customers.

12 Data Security

12.1 The Licensee must:

- (a) implement appropriate technical and organisational measures against the unauthorised or unlawful disclosure or processing of Protected Data and against accidental loss or destruction of, or damage to, the Protected Data;
- (b) not use and ensure that its Personnel do not use Protected Data for any other purpose other than directly for the performance of its obligations or exercise of its rights under this agreement; and
- (c) furnish to ISC Ltd copies of such security, audit and control reports generated by the Licensee's auditors, if any which are relevant to its obligations under this agreement, as may be requested by ISC Ltd.

Data loss

12.2 The Licensee must at all times when performing its obligations under this agreement use appropriate procedures and care to avoid loss or corruption of data, including Protected Data.

Data breaches

12.3 If there is an actual or suspected misuse or loss of, interference with, unauthorised access to, modification of, or disclosure of Protected Data ("**Data Security Incident**"), the Licensee must:

- (a) give ISC Ltd a written notice setting out the nature of the incident, immediately after becoming aware of the Data Security Incident;
- (b) promptly provide all information requested by ISC Ltd relating to the Data Security Incident; and
- (c) immediately do all things necessary to mitigate the effects of and remediate the Data Security Incident.

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12.4 The parties agree and acknowledge that ISC Ltd will be solely responsible for determining whether a Data Security Incident is an Eligible Data Breach. If ISC Ltd has reasonable grounds to believe the Data Security incident is an Eligible Data Breach, the Licensee must, at no additional cost to ISC Ltd:

- (a) cooperate with and provide all reasonable assistance to investigate the Data Security Incident;
- (b) cooperate with ISC Ltd to minimise reputational damage or loss of goodwill, including liaising with ISC Ltd prior to communicating with the affected individual(s) to minimise disruption or distress to the individual;
- (c) comply with all reasonable directions of ISC Ltd in respect of the Data Security Incident;
- (d) use reasonable endeavours by taking remedial action to prevent the risk of serious harm to the relevant individuals in connection with the Eligible Data Breach and must keep ISC Ltd informed of any remedial action it is taking; and
- (e) except where clause 12.5 applies, must not disclose to any third party, including the Office of the Australian Information Commissioner, the existence or circumstances surrounding the incident without obtaining ISC Ltd's prior written approval.

12.5 Where the Licensee is required under the Privacy Laws to, notify the Office of the Australian Information Commissioner or an individual about an Eligible Data Breach, the Licensee agrees to:

- (a) provide to ISC Ltd a prior copy of any announcements or notifications it intends to make at least 2 Business Days before issuing the notification or making the announcement; and
- (b) make any changes to the notifications or announcements as reasonably requested by ISC Ltd (provided that those changes would not cause the party to fail to comply with or breach any Privacy Laws).

12.6 For the avoidance of doubt, this clause does not preclude the MLA Group from notifying impacted individuals or the Office of the Australian Information Commissioner for the purposes of fulfilling its obligations under Privacy Laws.

13 Insurance

13.1 The Licensee must, at all times, maintain all insurance reasonably requested by ISC Ltd, including:

- (a) public and product liability insurance for an amount of at least \$5 million per occurrence;
- (b) professional indemnity insurance for an amount of at least \$2 million;
- (c) adequate workers' compensation insurance as required by law for its employees.

13.2 The Licensee must, on request by ISC Ltd, produce evidence of the currency of the insurance policies referred to in clause 13.1.

14 The Licensee's warranties

14.1 The Licensee represents and warrants to ISC Ltd that:

- (a) all information provided by the Licensee to ISC Ltd in relation to the Software is accurate and complete in all respects;
- (b) the Licensee will not apply the Trade Mark to software:
 - (i) that does not comply with the Standard;
 - (ii) that has not been approved by ISC Ltd; or
 - (iii) in respect of which the Licensee has not entered into a licence agreement with ISC Ltd;
- (c) it will be responsible for all costs, expenses, losses and liabilities incurred by the Licensee in connection with the ISC API and Software, including, but not limited to, any network and server equipment, internet service(s), or any other hardware, software or service used by the Licensee;
- (d) the Software, and the use of the Software by the Licensee in accordance with the Licence granted in clause 2 does not and will not infringe the rights (including Intellectual Property Rights) of any person;
- (e) its officers and employees and all agents and contractors have the necessary experience, skill and ability to properly use the Software and the ISC API on the terms set out in this agreement;
- (f) it is not presently the subject of, nor the proponent of, any claim that would have a material adverse effect on:
 - (i) this agreement;
 - (ii) the ISC API; and
 - (iii) the eNVD System.

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- (g) it will promptly block and notify ISC Ltd of any known or suspected prohibited use of the ISC API or eNVD System by anyone acting under its authority or on its behalf;
- (h) it has the power to enter into this agreement and carry out its obligations under the agreement; and
- (i) is not Insolvent.

15 Acknowledgements

15.1 The Licensee acknowledges that:

- (a) ISC Ltd makes no representations and provides no warranties as to the effect that:
 - (i) the Licensee's rights to access the ISC API and eNVD System; or
 - (ii) the exercise by the Licensee of its rights under this agreement,may have on the Business, in terms of profitability, growth or otherwise; and
- (b) ISC Ltd makes no representations and provides no warranties to the effect that the Software complies with, or satisfies, any Laws.

16 Licensee's general obligations

16.1 The Licensee must during the Term of this agreement:

- (a) comply with the applicable livestock movement documentation legislation and regulations in each State and Territory;
- (b) have a quality management system, which, as far as is practical, eliminates the possibility of errors associated with the Software and provides timely responses to end-user customers of the Software;
- (c) be responsible for supporting its end-user customers of the Software with any Software-related queries and issues;
- (d) have a procedure in place for addressing errors in the Software, system outages, and managing changes to the Software and for notifying end-users of the Software of such changes;
- (e) retain records of all complaints received by the Licensee in respect of the Software and share a copy of those complaints to ISC Ltd quarterly, or as otherwise requested by ISC Ltd;
- (f) maintain all encryption protocols and security access, if relevant, when accessing ISC Ltd

Confidential Information at all times while in transit or at rest;

- (g) diligently, faithfully and conscientiously carry out its obligations under this agreement;
- (h) provide complete and accurate information to ISC Ltd at all time;
- (i) take all reasonable steps necessary to refrain from any act that may have an adverse effect on the reputation of the eNVD System and the MLA Group;
- (j) operate the Business in accordance with good business management and proper commercial practice; and
- (k) if the Licensee is a body corporate, it must, prior to any proposed change in its ownership, notify ISC Ltd of the proposed change in ownership, including where practicable and not prohibited under any confidentiality agreement, details of the proposed new owner/s.

16.2 The Licensee must comply with all reasonable and lawful directions of ISC Ltd from time to time in connection with the exercise of the Licensee's rights and performance of its obligations under this agreement.

16.3 The Licensee must provide ISC Ltd and its representatives:

- (a) with all such information and reports concerning the Business, the Software or the exercise of the Licensee's rights and performance of its obligations under this agreement as ISC Ltd may from time to time reasonably require;
- (b) with such other assistance as ISC Ltd may from time to time reasonably require in connection with this agreement or the Standard; and
- (c) with access to the Software at times reasonably required by ISC Ltd for the purpose of reviewing the Licensee's compliance with this agreement and the Standard;

16.4 The Licensee must comply with all relevant Laws when:

- (a) performing its obligations under this agreement; and
- (b) promoting and supplying its Software.

16.5 Without limiting the Licensee's obligations under clause 16.4, the Licensee must:

- (a) correctly and fully describe the Software at all time;

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- (b) comply with the Australian Consumer Law; and
- (c) not engage in any misleading or deceptive conduct in connection with the promotion or use of the Software.

17 Claims

17.1 The Licensee acknowledges and agrees that:

- (a) customers expect that the Software will meet the requirements of the relevant Standard; and
- (b) all matters relating to customer complaints regarding the Software (including as to whether the Software is of acceptable quality or “fit for purpose” or meets any warranties provided by the Licensee or any consumer guarantees imposed by law) are to be resolved between the Licensee and the customer.

18 Register

18.1 ISC Ltd will keep a register, containing (in addition to any other particulars that may from time to time be considered desirable by ISC Ltd);

- (a) the name and address of the Licensee;
- (b) the date the Licensee received the Licence; and
- (c) particulars of renewal or termination of the Licence.

18.2 ISC Ltd may use the information contained in the register referred to in clause 18.1 in such manner as it considers appropriate for the purposes of administration of the eNVD System and carrying out the business activities of ISC Ltd. ISC Ltd collects and handles the personal information in the register in accordance with ISC Ltd’s privacy policy on ISC Ltd’s website which, as at the date of this agreement, is at [MLA Group Privacy Policy | Integrity Systems](#).

18.3 The Licensee must provide ISC Ltd with all information required by ISC Ltd for the purpose of the register referred to in clause 18.1 and, within 21 days after any change to that information, details of that change.

19 Confidentiality

Obligations

19.1 Subject to clauses 22.1 and 19.3, the Licensee must not during or after the Term of this agreement:

- (a) except in the proper course of performance of this agreement, disclose to any person who has a need to know without ISC Ltd’s prior written consent the terms of this agreement or any

Confidential Information of or provided by ISC Ltd; or

- (b) use, or attempt to use, any Confidential Information of or provided by ISC Ltd in any manner other than that contemplated by this agreement.

19.2 If the Licensee is authorised to disclose the information to any person in accordance with clause 19.3, the Licensee must ensure that the recipient is made aware of the confidential nature of the Confidential Information and the terms of this agreement.

Excluded information

19.3 The Licensee’s obligations under this clause 19 do not apply to any Confidential Information which:

- (a) it can show was in its possession at the time of disclosure to it and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
- (b) is in the public domain other than as a result of a breach of this agreement;
- (c) is acquired from a third party, provided that it was not acquired by the third party unlawfully or in breach of an obligation of confidence; or
- (d) is required by law to be disclosed.

20 ISC Ltd warranties

20.1 ISC Ltd represents and warrants to the Licensee that it:

- (a) is entitled to license the eNVD System, ISC API and the Trade Mark in accordance with this agreement without the consent of any other person; and
- (b) has in full force and effect, the authorisations, approvals, exemptions and licences necessary to enter into this agreement, and that are required to perform its obligations under this agreement and be bound by the terms of this agreement.

21 Compliance

Monitoring

21.1 ISC Ltd may, as it considers appropriate, monitor the Licensee’s compliance with this agreement and the Standard.

21.2 ISC Ltd is not required to provide the Licensee with notice that it may monitor the Licensee’s compliance pursuant to clause 21.1.

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Implementation

- 21.3 In addition to any rights of ISC Ltd under this agreement, where the Licensee breaches this agreement or the Standard, ISC Ltd may direct the Licensee to immediately implement measures to remedy that breach and to minimise the chances of that breach reoccurring.

Assistance

- 21.4 The Licensee must take all measures necessary to assist ISC Ltd in its compliance monitoring and promptly implement any measures directed by ISC Ltd under clause 21.3 within a reasonable time period that may be specified by ISC Ltd.

22 Audits and investigations

- 22.1 ISC Ltd may conduct an audit of the Licensee's physical premises, quality records and other documentation relating to this agreement from time to time to ensure compliance with the Licensee's obligations under this agreement by providing the Licensee with at least 7 days' written notice. .
- 22.2 The Licensee agrees to allow ISC's personnel access and to fully co-operate with any compliance audit conducted by ISC Ltd.
- 22.3 ISC Ltd will conduct an audit or investigation under this clause 22 in such a manner to minimise interference with the Licensee's ability to perform the Services in accordance with the terms of this Agreement and expeditiously, efficiently and during normal business hours.

Data Security Audit

- 22.4 ISC Ltd may conduct, or require the Licensee to conduct a security audit of the Licensee's physical premises, quality records, policies, procedures and security measures in place to protect Protected Data, at the cost of ISC, to ensure the Licensee's compliance with clauses 11, 12 and 19 of the agreement by providing the Licensee at least 7 days' written notice, unless ISC Ltd reasonably believes that there has occurred or there is an actual risk of a Data Security Incident occurring and ISC Ltd will in such circumstances, provide the Licensee with 2 days' written notice period where practicable.
- 22.5 If the results of the security audit indicate that the Licensee is not complying with clauses 11, 12 and 19 of the agreement, the Licensee will bear the cost of the audit and must immediately take all necessary steps to

remedy the non-compliance on being given written notice by ISC Ltd at their own cost.

23 Conflict of Interest

- 23.1 The Licensee must not, during the Term:
- (a) carry on or be involved in any capacity in an activity or business; or
 - (b) engage in any other act,
- which in the opinion of ISC Ltd, adversely affects or may adversely affect the goodwill attaching to the eNVD System, the Trade Mark, the reputation of ISC Ltd or the reputation or effectiveness of the eNVD System. The Licensee must notify ISC Ltd promptly of any such actual, perceived or potential conflicts of interest and must take all reasonable actions to resolve the conflict.

24 Indemnity and liability

Indemnity

- 24.1 The Licensee indemnifies ISC Ltd against all damages, losses, costs and expenses incurred by ISC Ltd arising out of any:
- (a) third party claims in respect of the Software; or
 - (b) any fraud, wilful default, negligent or unlawful act or omission of the Licensee, its officers, employees, consultants, agents and subcontractors in connection with the ISC System or the use of the Trade Marks.

Limitation of liability

- 24.2 The parties acknowledge that nothing in this agreement is intended to exclude or limit ISC Ltd's liability in a manner that is not permitted under any mandatory Laws, including the Australian Consumer Law.
- 24.3 To the extent that the mandatory consumer guarantees imposed under the Australian Consumer Law apply to any goods and services supplied by ISC Ltd, ISC Ltd's liability for any breach of those guarantees (other than a guarantee under sections 51, 52 or 53) is limited, at ISC Ltd's option, to:
- (a) in the case of goods, either replacing the goods or paying the cost of replacing the goods; and
 - (b) in the case of services, either re-supplying the services or paying the cost of having the services re-supplied.
- 24.4 ISC Ltd's liability under this agreement is limited to the greater of:

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(a) the amount of the fees paid to ISC Ltd under this agreement in the 12 month period prior to the liability arising; and

(b) \$10,000.

24.5 In no event will either party be liable to the other party (whether in contract, tort or otherwise) for any consequential, incidental or indirect loss or damage including loss of profit or loss of contract (whether consequential, incidental or indirect) which may arise under or in connection with this agreement.

25 Termination

25.1 If the eNVD System is to be discontinued, or is no longer to be administered by ISC Ltd, ISC Ltd may, on 3 months' notice to the Licensee, terminate this agreement.

25.2 If the Program is no longer included in the eNVD System, ISC Ltd may, by notice to the Licensee, terminate the Licensee's rights under this agreement for that Program.

25.3 The Licensee may, on 1 month's written notice to ISC Ltd, terminate this agreement or the Licensee's rights under this agreement for any Program.

Suspension or termination for default

25.4 ISC Ltd may, by notice to the Licensee:

(a) Suspend the Licence, in whole or in part, for such time and on such terms as ISC Ltd considers reasonably appropriate;

(b) terminate the Licence under this agreement; or

(c) terminate this agreement,

if the Licensee:

(d) ceases to operate the Business for a continuous period of 30 days; and

(e) fails within 14 days after receipt of notice from ISC Ltd, to remedy any breach of this agreement.

Effect

25.5 Subject to clause 25.6, for the term of suspension of the Licence or immediately on termination of this agreement, as the case may be, the Licensee must:

(a) cease using the Trade Mark;

(b) cease accessing or using the ISC System;

(c) seek and comply with all instructions from ISC Ltd regarding the disposal of all materials relating to the eNVD System or displaying the Trade Marks

and ISC Ltd Confidential Information in its power, possession or control; and

(d) remove all representations of the Trade Mark from its marketing or promotional material,

unless otherwise agreed in writing by ISC Ltd.

25.6 If the Licensee has a separate licence to the Trade Mark under another agreement with ISC Ltd and that agreement has not been terminated or suspended by ISC Ltd, the Licensee's obligations under clause 25.5 will not apply to the Trade Mark.

25.7 ISC Ltd may, at its discretion publicise any suspension or termination of the Licence under this agreement or termination of this agreement by ISC Ltd and the reasons for that suspension or termination.

26 Dispute resolution

Dealing with disputes

26.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.

26.2 If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 26.2 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy whether by way of proceedings in a court of law or otherwise in respect of such disputes.

Resolution by management

26.3 If a party requires resolution of a dispute, it must immediately submit in writing full details of the history and circumstances of the dispute and give reasons for why the party is disputing the issue to, in the case of:

(a) the Licensee – if it is a body corporate, its chief executive officer or equivalent or, if it is an individual, the individual; and

(b) ISC Ltd – the Chief Executive Officer of ISC Ltd.

26.4 If the dispute is not resolved within 14 days of submission of the dispute to them, or such other time as they agree, the parties may agree to refer the dispute to mediation by a single mediator in accordance with the procedure described below in clause 26.5.

Mediation

26.5 If the parties agree to refer a dispute to mediation, the mediation will be administered by the Australian Disputes Centre (ADC). The mediation will be

conducted in accordance with the ADC Guidelines for Commercial Mediation which set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of those Guidelines are incorporated into this agreement.

27 Relationship of the parties

No partnership

- 27.1 Nothing in this agreement creates an agency, partnership, joint venture or employment relationship between ISC Ltd and the Licensee or any of their respective employees, agents or contractors.

No holding out

Neither the Licensee nor any person acting on behalf of the Licensee may hold itself out as being entitled to contract or accept payment in the name of or on account of ISC Ltd.

28 Miscellaneous

Entire agreement

- 28.1 This agreement embodies the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are superseded by this agreement.

Legal costs

- 28.2 The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and signing of this agreement and all documents incidental to it.

Notices

- 28.3 A notice or other communication in connection with this agreement:
- (a) must be in writing; and
 - (b) may be given to the addressee by:
 - (i) delivering it in person to the authorised representatives referred to in clause 28.4;
 - (ii) delivering it or sending it by pre-paid registered post to the address of the addressee; or
 - (iii) sending it by email to the email address of the other party's authorised representative specified in the parties' particulars or any other email address notified in writing from time to time. An email notice is deemed to

have been received on the date shown by a printed "read receipt" generated by the sender's computer.

Authorised Representation

- 28.4 Until a replacement person is notified by ISC Ltd to the Licensee, the person specified in the parties' particulars has authority to act on behalf of ISC Ltd pursuant to this agreement and to give directions, give and receive notices and exercise any other rights of ISC Ltd under this agreement.
- 28.5 Until a replacement person is notified by the Licensee to ISC Ltd, the person specified in the parties' particulars has authority to act on behalf of the Licensee pursuant to this agreement and to give and receive notices under this agreement.

Amendment

- 28.6 Subject to clause 10.3, this agreement may only be varied by the written agreement of the parties.

Assignment

- 28.7 The Licensee may only assign a right under this agreement with the prior written consent of ISC Ltd.

Further assurance

- 28.8 The Licensee must promptly sign all documents and do all things that ISC Ltd from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.
- 28.9 The Licensee agrees that:
- (a) ISC Ltd may execute this agreement by applying the signatures of their respective authorised representatives to any counterpart electronically; and
 - (b) it will not challenge the validity or enforceability of this agreement on the basis that the signature of ISC Ltd's authorised representatives were applied electronically.

- 28.10 The Licensee acknowledges that ISC Ltd may retain only an electronic version of this agreement executed by the parties.

Waiver

- 28.11 No waiver of any term of this agreement is binding on ISC Ltd unless it is in writing and executed by or on behalf of ISC Ltd and any such waiver is not a waiver of any other term.

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Governing law and jurisdiction

28.12 This agreement is governed by and must be construed in accordance with the laws of New South Wales and each party:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from them; and
- (b) waives any right to object to proceedings being brought in those courts for any reason.

Inconsistency

28.13 To the extent there is an inconsistency between this agreement and the Standard, this agreement shall prevail.

Counterparts

28.14 This agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument.