

CCH IntelliConnect

TERMS & CONDITIONS

This Agreement sets out the terms and conditions governing the Customer's use of the Solution and the provision of the Services by the Supplier.

1. LICENCE AND ANCILLARY MATTERS

- 1.1 CCH grants the Customer a non-exclusive and non-transferable licence to use the Products in accordance with this Licence Agreement on a standalone computer or network controlled by Customer.
- 1.2 During the continuance of the licence a single user may use the Product if the Customer has been granted a single Licence. More than one user is permitted if the Customer holds two or more Licences. The maximum number of users if the Customer holds two or more Licences will be determined in accordance with CCH's Price List at the relevant time. These users must be nominated by Customer. Customer may nominate a new user in substitution for a nominated user only in circumstances where the existing nominated user ceases to be employed by Customer or the proposed new nominated user assumes the role previously occupied by the existing nominated user in Customer's organisation. Customer must give CCH the name and work email address of each nominated user. User login details must not be shared. Customer must ensure that all users keep login details confidential.
- 1.3 Unless authorised in writing by CCH, Products may be used (and reproduced) by Customer pursuant to the Licence only: for research, comment, criticism and other scholarly activities; in connection with the internal management and administration of Customer's business activities; or in the course of providing legal and accounting services and related advisory services to Customer's clients. In particular, the following activities are expressly prohibited: the use of training Products by Customer to train Customer's clients without CCH's prior written consent; and the reproduction of any part of the Products for sale or incorporation in any product or service intended for sale or supply to third parties is prohibited except as follows:
 - a. Customer may reproduce extracts (which do not comprise substantial reproductions) of the Products in the course of Customer's business of providing professional advisory services as lawyers or accountants to Customer's clients, if Customer cites the relevant Product as the source of the copy; and
 - b. Precedents included with the Products may be used in Customer's business and copied, modified and supplied to Customer's clients in the course of Customer's business of providing professional advisory services as lawyers or accountants.

- 1.4 Customer is not entitled to access to source code for any software included in the Products. All CCH's copyright in and other proprietary rights to the Products are retained by CCH.
- 1.5 Except as contemplated by clause 1.3, Customer is not entitled to copy, modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Products (except to load in Customer's computer or network for use pursuant to the Licence). Nor may Customer merge Products with any other databases.
- 1.6 So long as Customer is not in default of its obligations under the Licence Agreement, CCH will make available to Customer during the continuance of the Licence all updates to the Products that are generally made available to its other customers licensed in respect of those Products.

2. ACCESS

- 2.1 A Licensed User may access Products online utilising the Logon ID allocated by CCH to the Customer for use by the Licensed User.
- 2.2 Customer must ensure that a Licensed User does not disclose their Logon ID to anyone else.
- 2.3 Customer must immediately notify CCH if a Licensed User's Logon ID should be cancelled.
- 2.4 CCH may cancel any Logon ID at any time without providing reasons.
- 2.5 Customer acknowledges that CCH may not operate and maintain the Website and that a subcontractor of CCH may administer the allocation and cancellation of Logon IDs. CCH will ensure that any such subcontractor agrees that it will use Customer details provided to it by CCH only for Logon ID allocation and cancellation and to enable Customer to access Products pursuant to the Licence via the Website. Customer consents to CCH disclosing its details to any such subcontractor for the purposes of allocation and cancellation of Logon IDs and to enable Customer to access Products. Any such subcontractor will also track online usage of Products and provide this information to CCH.
- 2.6 Customer acknowledges and agrees that access to Products via the Website is subject to the terms and conditions of Website use that appear on the Website.

3. LICENCE FEES

- 3.1 Customer agrees to pay an annual fee for the Licence. The Licence Fee for the first 12 months of the Licence is specified in CCH's Price List current at the time of acceptance of the Order and is payable in advance (unless CCH and Customer agree to a different amount or time of payment). The Licence Fee payable for succeeding 12 month periods is payable annually in advance within 30 days of invoice by CCH and the amount of the Licence Fee for subsequent 12 month periods will be in accordance with CCH's then current Price List (unless CCH and Customer agree in writing to a different amount or time of payment).

- 3.2 If Customer wants more than one nominated user then Customer must purchase additional licences in accordance with CCH's then current Price List.
- 3.3 Despite the provisions of clauses 1.2 and 3.2, if CCH agrees in writing that the Licence will be a site Licence for one or more nominated sites with a maximum number of Licensed Users at each nominated site then Customer may nominate up to the maximum number of nominated users working at, or reporting to, each nominated site. The Licence Fee for the first 12 months of the site Licence will be as agreed in writing by CCH and Customer and, for succeeding 12 month periods, will be as notified by CCH to Customer at least 45 days prior to the commencement of the relevant period.
- 3.4 Customer authorises CCH, its officers, employees, agents and independent contractors to enter any premises which Customer occupies at any time and from time to time during the continuance of the Licence without notice during business hours to verify that use by Customer of the Products is consistent with the Licence Agreement. Customer agrees to co-operate with CCH in order to facilitate the verification process by affording access to its computer systems for this purpose. Customer indemnifies CCH from all liability arising out of anything lawfully done by or on behalf of CCH in pursuance of CCH's rights under this clause.

4. TERM AND TERMINATION

- 4.1 The Licence for the Products Licensed will commence on the date Customer is given online access to the Products.
- 4.2 The Licence for the Products will continue for an initial period of 12 months. After that it will continue automatically for successive 12 month periods unless terminated by CCH or Customer by written notice to the other at least 30 days prior to the expiration of the relevant 12 month period.
- 4.3 Despite the provisions of clause 4.2, CCH is entitled to terminate the Licence by written notice, without prejudice to any other rights it may have against Customer, if Customer defaults in the performance of any obligation under the Licence Agreement and, where the default is capable of being remedied, it continues unremedied for 7 days after written notice specifying the breach and requiring remedy is given by CCH to Customer.
- 4.4 Immediately following termination of the Licence, Customer must delete and remove completely from its computer system all files created by the Products and all copies it has made of parts of the Products.
- 4.5 CCH may at any time and from time to time give one month's written notice of its intention to vary the terms of the Licence Agreement. If it does so, the variation specified will become effective on expiry of the notice period. However, the Licensee may at any time during the notice period give written notice terminating the Licence effective from the end of the notice period. If the Licensee does so, it will be entitled to a proportionate refund of the Licence Fee for the remainder of the 12 month Licence period.

5. LIMITATIONS

5.1 CCH makes no representations or warranties express or implied in respect of the Products. In particular, but without limiting the generality of the previous statement, CCH does not warrant that they are fit for any purpose, irrespective of whether or not any purpose is communicated to CCH. Customer acknowledges that, because of the nature of the internet and third party dependencies, CCH does not warrant that access will be continuous, uninterrupted or error-free and that the Website may not always be available due to upgrades or maintenance. In no event will CCH be liable for any remote, indirect, consequential, special or incidental damages or loss including, without limitation, damages resulting from loss of data, loss of profits or business interruption (even if Customer has advised CCH of the possibility of such damages). CCH will not be liable to Customer or anyone else for damage caused directly or indirectly to computer files through the accessing of Products via the internet. Customer must apply whatever virus protection measures it considers appropriate as CCH will not be responsible for any damages or loss caused by any viruses.

5.2 All Products made available by CCH pursuant to the Licence are subject to the following disclaimer:

No person should rely on the contents of the Products without first obtaining advice from a qualified professional person. The Products are licensed on the understanding that:

(1) the authors, consultants, editors and programmers are not responsible for the results of any actions taken on the basis of information contained in the Products, nor for any error in or omission from the Products. Use of the Products does not relieve the Customer of responsibility for the preparation, content, accuracy (including computational accuracy) and review of work product generated by the Customer while using the Products; and

(2) CCH is not engaged in rendering legal, accounting or other professional services. CCH and the authors, consultants, editors and programmers expressly disclaim all and any liability to any person, whether or not a purchaser, reader or user of the Products, in respect of anything, and of the consequences of anything, done or omitted to be done by any person in reliance, whether wholly or partially, on the whole or any part of the contents of the Products.

5.3 Nothing in this Licence Agreement excludes, restricts or modifies any condition, warranty or liability which may at any time be implied by the Competition and Consumer Act 2010 (Cth) (the "Act") or any other applicable law where to do so is illegal or would render any provision of the Licence Agreement void. Subject to this qualification, all express or implied conditions or warranties, statutory or otherwise, in respect of the Licence and the Products are expressly negated and excluded. Customer agrees that CCH will not be liable for any damages or loss of any kind whatever (including, without limitation, any liability for consequential damages or loss, loss of profits, loss of data, loss of revenue, loss of goodwill, loss of use, loss of financial opportunity, financing costs, loss of or interruption to business or loss of business opportunity, loss from third party claims or failure to realise anticipated savings

(whether the loss is direct or indirect) arising out of the grant of the Licence or the use by Customer of the Products whether arising from any act, omission or failure (and whether negligent or not) of CCH, its officers, servants, agents or independent contractors, or otherwise. If CCH should be liable for breach of a condition or warranty implied by the Act, its liability is limited to any one or more as CCH in its sole discretion considers appropriate of the limitations specified in the Act.

- 5.4 If, despite clauses 5.1, 5.2 and 5.3, CCH incurs any liability to Customer in addition to that contemplated by clause 5.3 then CCH's maximum aggregate liability to Customer will be limited to an amount equal to the Licence Fees paid by Customer to CCH.5.4 If, despite clauses 5.1, 5.2 and 5.3, CCH incurs any liability to Customer in addition to that contemplated by clause 5.3 then CCH's maximum aggregate liability to Customer will be limited to an amount equal to the Licence Fees paid by Customer to CCH in the preceding 12 months.
- 5.5 No other contractual terms whatever, whether communicated to CCH before, at the time of, or after submitting an Order to CCH will form part of the contract between CCH and Customer unless agreed by CCH in writing. If for any reason other contractual terms do form part of the contract then, to the extent of any inconsistency, by submitting the Order Customer agrees that the terms of the Licence Agreement will prevail.

6. GENERAL

- 6.1 In this Licence Agreement unless the context otherwise requires references to clauses are to clauses of this Licence Agreement, the singular includes the plural and vice versa, where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning, and a reference to any statute, includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute replacing it.
- 6.2 The validity, interpretation and performance of this Licence Agreement will be governed by the law of the State of New South Wales and of the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales and of the Commonwealth of Australia in respect of any dispute that arises in connection with this Licence Agreement.
- 6.3 A notice or other communication required or permitted to be given by a party to another must be in writing and delivered personally, sent by post, postage prepaid, sent by facsimile transmission or sent by email (but only with a request by the sender for a receipt to be returned on opening) to that party from time to time. A notice or other communication will be taken, for the purposes of this Licence Agreement, to have been given if: personally delivered, upon delivery; mailed, on the expiration of 3 business days after posting; sent by facsimile transmission, on the day it is sent (or, if that is not a business day, on the next business day); or sent by email when the recipient sends an acknowledgment of receipt of the email.

- 6.4 Customer may not assign, sub-license or otherwise transfer the benefit of the Licence without the prior written consent of CCH.
- 6.5 If Customer is in breach of its obligations under any other contract entered into with CCH, then CCH is entitled to withhold performance of any of its obligations under this Licence Agreement and any other contract which CCH has with Customer until the breach has been remedied. CCH will not be liable for any damages or loss (consequential or otherwise) sustained by Customer as a consequence of the exercise of CCH's rights pursuant to this clause.
- 6.6 CCH may in its discretion provide telephone support for use of Products during CCH's usual business hours. No representation or warranty that telephone support will be available at all or at any particular time is given by CCH to Customer.
- 6.7 Customer agrees that:
- a. CCH may use and disclose Customer details within the Wolters Kluwer Group (which includes CCH) for direct marketing of Wolters Kluwer Group products to Customer. Such use will be in accordance with CCH's privacy policy applicable from time to time. This policy may be accessed at www.wolterskluwer.cch.com.au/privacy.
 - b. CCH may use or disclose the details of nominated users provided to CCH pursuant to clause 1.2 for the purpose of verifying that use by Customer of the Products is consistent with the Licence Agreement.
- 6.8 Before giving the name and work email address of each nominated user to CCH Customer must notify each nominated user of the following:
- a. the information concerning them that will be given to CCH and that they will have access to that information;
 - b. CCH's contact details;
 - c. the purpose for which the information is being collected by CCH and that CCH will not provide the details to any organisation; and
 - d. that the main consequence of the information not being provided is that the person will not be entitled to be nominated as a Licensed User.
- 6.9 CCH will take reasonable safeguards intended to prevent the loss or unauthorised disclosure of any Customer data. Customer acknowledges that security safeguards by their nature are capable of circumvention and that CCH does not and cannot guarantee that Customer data, or the Products, cannot be accessed by unauthorised persons capable of overcoming such safeguards. CCH shall not be responsible or liable for any such unauthorised access to or loss of any Customer data nor shall any such unauthorised access or loss constitute a breach by CCH of its confidentiality obligations under this Licence Agreement. Nothing in this Licence Agreement will be deemed to diminish

Customer's responsibility for complying with applicable laws or standards regarding the protection of any Customer data. In the event notification to persons whose details are included in Customer data (including Licensed Users) is required, Customer will be responsible for any such notifications at its expense.

- 6.10 Each party will maintain the confidentiality of all Confidential Information of the other party obtained in connection with this Licence Agreement. Neither party will, without the prior written consent of the other party, disclose or make any Confidential Information of the other party available to any person, or use the Confidential Information of the other party for its own benefit, other than as contemplated by this Licence Agreement.
- 6.11 A party may disclose Confidential Information of the other party:
- a. with the prior written consent of the disclosing party;
 - b. to its employees, officers, legal and professional advisers, but only to the extent that they need to know such information for the purposes of this Licence Agreement and they are bound by obligations of confidentiality at least as onerous as the obligations of confidentiality contained in this Licence Agreement; or
 - c. if the disclosure is required or permitted by law, court order, tribunal order or the rules of any stock exchange to which the party is subject.
- 6.12 Title to, and all Intellectual Property Rights in the Products remain the property of CCH (or its licensors). The Customer acknowledges that any discoveries, inventions, patents, design rights or other rights arising (directly or indirectly) out of or in connection with the performance of the Licence Agreement are the property of CCH.

7. DEFINITIONS

"CCH" means CCH Australia Limited ACN 096 903 365.

"Confidential Information" means information that is confidential to a party and includes all information exchanged between the parties to the Licence Agreement, whether in writing, electronically or orally (including the terms of the Licence Agreement, information relating to the Products and information relating to the personnel, policies and business operations of CCH or the Customer), but does not include information to the extent it:

- a) is or becomes publicly available other than through unauthorised disclosure by the other party;
- b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- c) is in the possession of the receiving party without restriction before the date of receipt from the disclosing party; or
- d) is independently developed without access to the Confidential Information.

“Intellectual Property Right” means any patent, trade mark, service mark, domain name, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered, and any applications for registration or rights to make such application.

“Licence” means the licence granted pursuant to clause 1.1.

“Licence Agreement” means the contract between CCH and Customer resulting from acceptance of the Order.

“Licence Fee” means the fees payable pursuant to clause 3.

“Licensed User” means a person nominated by Customer who has been given a Logon ID by CCH.

“Logon ID” means a username and password.

“Order” means the order submitted by Customer to license the Products.

“Price List” means CCH’s price list for Products at any relevant time.

“Products” means the CCH products (including all information and associated software) Licensed by CCH to Customer and accessed via the Website.

“Website” means the CCH website through which the Products are accessed.

“Wolters Kluwer Group” means Wolters Kluwer Australia Pty Limited and its related bodies corporate (within the meaning of that expression in section 50 of the Corporations Act).